

**LABOR AGREEMENT
BETWEEN THE
CITY OF HENDERSON, NEVADA
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Local 1883
JULY 1, 2016 THROUGH JUNE 30, 2018**

**AGREEMENT
2016-2018**

**INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 1883**

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PREAMBLE:

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

The 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.

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:

- Fire Fighter
- Fire Fighter/Paramedic
- Fire Engineer
- Fire Captain
- Medical Services Officer
- Public Education Specialist

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

- (a) It is understood that the employee must receive his permanent license by the State of Nevada and maintain that license in good standing to continue receiving the premium pay and be classified as a Fire Fighter/Paramedic.

- (b) Failure to maintain a valid paramedic license will return the employee to the rank of Fire Fighter provided a vacancy exists. Employees hired as a Fire Fighter/Paramedic have access to the Fire Fighter classification through Section 3 (c) only.
- (c) Should a vacancy exist, a Fire Fighter/Paramedic with ten (10) or more years of service may request to be reclassified to the rank of Fire Fighter. Such requests will be honored if the total vacancies within the Fire Fighter/Paramedic classification are less than ten percent (10%) of the approved staff complement for this classification. If more than one Fire Fighter/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 Fire Fighter/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: Fire Training

- (a) Three Fire Captains shall be assigned to the Training Division to serve as Training Captains. These positions will be assigned to a 38 hour workweek.
- (b) Filling these positions 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 Captain position(s) in the Training Division, the position shall be filled on a seniority basis, starting with the Fire Captain with one 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 12 month period defined below, they are not eligible to be assigned as a Fire Captain in the Training Division.
- (d) A Fire Captain assigned to the Training Division shall serve a minimum of twelve (12) months in this position. 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 his mandatory 12 month period in training, they will not

be obligated to another 12 month rotation in training until all other Captains have served their 12 month training obligation.

Section 7: Operation Support Officer (OSO)

- (a) Three (3) Fire Captains or Medical Services Officers shall be assigned to serve as OSO on a 56 hour workweek.
- (b) Assignment to these positions shall be made by the Fire Chief or designee. Fire Captains must have completed one year of service beyond their probationary period to be considered for assignment as OSO.

Section 8: Lead Paramedic

- (a) Up to six (6) Firefighter/Paramedics, two per shift, may be assigned as Lead Paramedic assigned to a 56 hour workweek. Lead Paramedics must be Paramedic Field Training Officers.
- (b) Filling these positions will be on a voluntary basis, with the Division Chief responsible for the EMS Division making the selection.
- (c) A Firefighter Paramedic assigned as Lead Paramedic shall serve a minimum of twenty-four (24) months in this position. The length of commitment may be extended by mutual agreement of the Firefighter Paramedic and the Division Chief.
- (d) Lead Paramedics are expected to work a minimum of 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.

Section 9: Temporary Assignment to EMS

- (a) One member that is certified as an EMT-Paramedic and has EMS Instructor certification shall be temporarily assigned to the EMS Division. This position will be assigned to a 38- hour workweek.
- (b) Filling this position 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 a vacant temporary position(s) in the EMS Division, the position shall be filled on a seniority basis, starting with the Paramedic Field Training Officer 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 position. The length of this commitment may be extended by mutual agreement. Once a Paramedic Field Training Officer has served their mandatory 12 month period in EMS, they will not be obligated to another 12 month rotation in training until all other Paramedic Field Training Officers have served their 12 month training obligation.

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, 2016, the base wage of classifications covered by this agreement shall be reflected in Appendix A: Fire Contract Wage Schedule.
- Section 3: Effective the first pay period that includes July 1, 2017, the base wage of classifications covered by this agreement shall be reflected in Appendix A: Fire Contract Wage Schedule.
- Section 4: The City shall make a contribution each pay period to a retirement health saving plan (RHS) \$36.50. This amount reflects the \$20 per pay period contribution per the provisions of the collective bargaining agreement for employee benefits referenced in Article 2, Section 6 of the Joint Benefits Agreement.
- Section 5: Movement between the Fire Fighter/Paramedic and Fire Engineer classifications will be accomplished through a competitive process consistent with the provisions of Article 29 Promotion.
- Section 6: Employees that promote to a higher rated classification, or are transferred to an equally rated classification, will be placed in their new range at least 5% above their current step, up to the maximum hourly rate for the range.
- Section 7: The collection from employees of overpayments made by the CITY will be addressed on a case-by-case basis. Should it be determined that an overpayment should be recovered, the following guidelines will apply:
- a) The time period for the collection of the overpayment will mirror the time period of the actual overpayment. However, employees may choose a more expedited repayment schedule.

- b) 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, 2016 through December 31, 2017.

ARTICLE 5. FACILITIES, EQUIPMENT AND MAINTENANCE:

Section 1: Employees shall have an advisory voice, via their UNION officials, on all new construction and the purchasing of any fire fighting equipment to be used by the Henderson Fire Department.

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 maintenance will continue to be performed by employees.

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: Any changes from the present method of shift operation (56 hour work week, 48 hour tour, consisting of two 24 hour shifts on duty then 96 hours off duty) shall be subject to negotiation. To accommodate training or workers' compensation-related assignments, the normal work week may be changed from 56 to 38 hours at the CITY'S discretion. In a declared state of emergency pursuant to state law, the CITY may modify the 56 hour work schedule to accommodate increased demand on emergency

services. The provisions of this section define shift arrangement as specified. Nothing in this article shall be construed to require the City to fill position vacancies.

Section 2: Medical Services Officers

- (a) Two (2) Medical Services Officers shall be assigned to a 38-hour workweek.
- (b) Medical Services Officers may be required by the respective Division Chief to work additional hours, beyond 38 hours per week. Such hours will be considered overtime and paid at the rate of time and a half.

Section 3: Fire Captains or Medical Services Officers assigned as OSO

- (a) Three (3) Fire Captains or incumbent Medical Services Officers shall be assigned to a 56-hour workweek assigned as OSO.
- (b) Fire Captains assigned as OSO may be required to work additional hours, as Fire Captains in fire Rescue Operations.
- (c) Incumbent Medical Services Officers may be required to work additional hours beyond 56 hours per week. Incumbent Medical Services Officers may work additional hours as OSO provided they maintain operations capabilities of OSO as outlined in the City of Henderson Fire Department Training Plan. Such hours will be considered overtime and paid at a rate of time and a half.

Section 4: Medical Services Officer Incumbent Plan

Three (3) Medical Services Officers that hold the position on July 1, 2014 shall have the option of assignment to a permanent 38 hour Medical Services Officer assignment or assignment to OSO. MSO members that elect to fill the OSO assignment must meet the qualifications of the assignment.

- (a) Maintain all qualifications for Fire Officer (Captain) as outlined in the City of Henderson Fire Department Training Plan including:
 - (1) Fire Officer I
 - (2) Fire Service Instructor I or EMS Instructor
 - (3) Incident Safety Officer
 - (4) Henderson Fire Department Engineer Development School
 - (5) Henderson Fire Department Officer Development School
 - (6) Annual Fire Officer (Captain) training requirements

Section 5: Temporary Assignments to the EMS Division

- (a) One (1) member that is a certified EMT – Paramedic and possesses certification as EMS instructor shall be assigned by the Division Chief of EMS to a 38-hour workweek and assigned to the EMS Division
- (b) For employees temporarily assigned to a 38-hour workweek, sick and annual leave will continue to accrue at the 56-hour rates. Leave banks will not be converted or altered.
- (c) Members assigned to the EMS Division may be required by the respective Division Chief to work additional hours, beyond 38 hours per week. Such hours will be considered overtime and paid at the rate of time and a half. If overtime worked is within Fire Rescue Operations, the Captain will be paid at the 56-hour rate.

Section 6: Fire Captains assigned to the Training Division

- (a) Three (3) Fire Captains shall be assigned to a 38-hour workweek and assigned to the Training Division.
- (b) For employees temporarily assigned to a 38-hour workweek, sick and annual leave will continue to accrue at the 56-hour rates. Leave banks will not be converted or altered.
- (c) Fire Captains assigned to the Training Division may be required by the respective Division Chief to work additional hours, beyond 38 hours per week. Such hours will be considered overtime and paid at the rate of time and a half. If overtime worked is within Fire Rescue Operations, the Captain will be paid at the 56-hour rate.

ARTICLE 7. OVERTIME/METHOD OF PAYMENT:

Section 1: When overtime is necessary and is specifically authorized by the Fire Chief or his 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 his regular bi-weekly hours. Regular

overtime shall be paid at the rate of time and one-half his 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) Employees, having been called out on a regularly scheduled day off shall be paid at the rate of one and one half his 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.

The four (4) hour minimum shall apply to:

- (1) Departmental-provided training.
 - (2) Special events.
 - (3) Attendance for subpoenas.
 - (4) Fire rescue operation assignments.
- (c) Overtime hours for the 38-hour MSO 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 Officer 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 56-hour average work week (2,912 hour/year) will be paid 26 equal paychecks for 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) Fire fighters working 24-hour shifts (2,912 hour/year) shall be paid 112 regular hours per pay period, regardless of the number of hours actually worked.

Examples:

- (1) An employee working 96 hours (4 shifts) in a pay period will receive 16 hours adj. (adjustment) pay type to arrive at 112 hours for the pay period.
- (2) An employee working 120 hours (5 shifts) in a pay period will have a negative 8-hour adjustment to arrive at 112 hours.

Fire fighters will receive 26 equal checks for 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.

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 his 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 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 his 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 full pay period; provided it is available. Modified duty will be worked on a thirty-eight (38) hour schedule.
- (d) The request for temporary modified duty must be for a minimum of two full pay periods.
- (e) 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.
- (f) Employees placed on modified duty on a thirty-eight (38) hour schedule will have their current 56 hour sick leave and vacation balances converted to 38 hour banks with a conversion factor of .6786. When the employee returns to their 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 38-hour rate. Employees on modified duty will receive holiday pay for all holidays in accordance with the provisions of Article 11 Section 2(b).
- (g) The City may cease the modified duty assignment at the CITY's discretion and place the employee back on sick leave.
- (h) The employee will return to regular duty upon a full release by their treating physician and the approval of Human Resources.
- (i) An employee that is assigned temporary modified duty due to a non-occupational illness or injury or who is away from work for a period of nine (9) months or more shall 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 ILLNESS

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: Employees injured on the job, with an accepted workers' compensation claim, will receive full salary while away from work due to their injury for a period not to exceed twelve hundred (1200) hours.

Workers' compensation payments received from the Workers' Compensation Administrator will be endorsed back to the CITY by the employee in exchange for salary continuation. Any time charged to workers' compensation up to the 1200 hours of salary continuation will not affect an employee's sick or annual leave accruals.

The 1200 hours shall be utilized at the employee's hourly rate to ensure full salary above what the workers' compensation payments do not cover.

Example: An injured employee works a 24 hour shift, workers' compensation payments cover 10 hours of the shift, 14 hours will be deducted from the 1200 hours to ensure the employee's full pay.

Section 3: Upon expiration of the 1200 hours of salary continuation, 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 4: 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 5: 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 his last regular assignment or of another available assignment.

Section 6: The CITY may disallow the salary continuation benefit provided in Section 2 herein, upon a finding by a preponderance of the evidence that the employee is abusing this benefit.

Section 7: 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 his medical findings and his opinion as to whether or not the employee is able to perform his 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 employee 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 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 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 8: 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 9: 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 10: An employee who is terminated per Section 5 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. The City may take any unit (engine, ladder truck, rescue, etc.) out of service. The Fire Department shall staff each "in-service" engine with a Captain or Acting Captain, Engineer or Acting Engineer, Firefighter, and a Firefighter Paramedic.

The Fire Department shall staff each "in-service" Ladder Truck with a Captain or Acting Captain, Engineer or Acting Engineer, Firefighter, and a Firefighter Paramedic.

Firefighters and Firefighter Paramedics may be substituted for each other. Unassigned roving personnel may work in lower ranks.

The Department may operate any engine or ladder truck with fewer than four 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.

To maintain safe staffing levels, any unit may be taken out of service and personnel combined to ensure a minimum of four personnel on each "in- service" engine and ladder truck.

- Section 4: 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 a shift, the CITY shall provide a self-contained breathing apparatus. All of the above listed items shall meet or exceed the standards set forth in current NFPA standards when purchased.
- Section 5: 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 6: The CITY agrees to provide annually a physical examination in accordance with the provisions of NRS 617 and the NAC's. Such examination shall be on the employee's time and the CITY will absorb the cost of the previously agreed to expanded physical.
- Section 7: The UNION shall appoint at least one (1) UNION member to the CITY Safety Review Committee.
- Section 8: To maintain physical fitness, employees shall work out on duty each shift, emergency workload permitting, for a minimum of one and one-half 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 9: Each Fire Station shall have an extractor and dryer installed for the purpose of laundering personal protective ensembles and ensemble elements.
- Section 10: 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 11: The UNION and the CITY will adhere to a medical privacy policy that is in compliance with Federal, State, and local guidelines.

Section 12: The UNION and Fire Administration will continue to support a labor/management committee dedicated to the IAFF/IAFC Wellness Fitness Initiative. The Committee will create a charter and governance structure with equal representation from Local 1883 and management in support of this initiative. The City will provide twenty-five thousand dollars (\$25,000) to the Committee upon ratification of this Agreement, which increase the total available balance to fifty thousand dollars (\$50,000.00).

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.

*** Denote Nevada PERS eligible holiday**

Section 2: Holiday Pay

- a) All employees assigned to a fifty-six (56) hour per week shift shall be paid sixteen hours at their regular 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 56-hour schedule.

- b) Effective September 2015, September 11th Memorial Holiday: All employees assigned to a fifty-six hour schedule 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 56-hour rate and will be paid in the pay period that includes September 11th. This holiday provides 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. Employees regularly assigned to the 38-hour schedule will receive 9.5 hours of compensation consistent with the terms above. New hires beginning their employment before July 1st will receive the September 11th Memorial Holiday in the year of hire.
- c) Fifty-six (56) hour employees assigned to a thirty-eight (38) hour schedule (Training Captain, EMS or other temporary assignments and those on modified duty) will continue to receive the 16 hours of holiday pay as defined in Section 2 (a); in addition to 9.5 hours of holiday pay on the observed holiday for 38 hour employees. Should the holiday fall on a non-scheduled work day for these 38 hour employees, no additional compensation will be paid beyond the 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 38-hour capacity, they would be paid time and one-half for all hours worked on the holiday in addition to the 9.5 hours of holiday pay on that day. If employees covered by this Section work overtime in a 56-hour capacity, they would be compensated with 56 hour rates.
- d) The Public Education Specialist (PES) and MSO assigned to a thirty-eight (38) hour schedule will receive 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 38-hour employees at the City. Should the PES/MSO be required to work on a designated holiday, they would be paid time and one-half for all hours worked on the holiday in addition to the 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. The PES/MSO may accumulate up to 152 hours of banked holidays and banked holiday balances carryover from year to year. The

PES 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 152 hours.

In the case of a pre-termination or pre-retirement death, banked holiday hours would be paid to the beneficiaries designate to receive the employee's final paycheck.

- f) In recognition of the elimination of the Columbus Day holiday for 38-hour employees, the PES and 38 hour MSO 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 2014.

Section 3: 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 .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.
- f) Non-PERS designated holidays include Christmas Eve each year and holidays that fall on non-PERS recognized days.

- g) 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.
- h) In the case of shift trades on holiday, the employee actually working on the holiday as defined above will receive the premium pay.
- i) The parties acknowledge that premium pay earned on a non-PERS designated holiday is not PERS-eligible compensation.

ARTICLE 12. SUBSISTENCE ALLOWANCE:

Section 1: The CITY shall provide a uniform allowance, called a subsistence allowance, to all personnel 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 pay check. The subsistence allowance shall be \$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.

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 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 24 hour shifts (56-hour work week), 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 38-hour workweek will continue to accrue sick leave at the 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 38-hour schedule will accrue 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.

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

Section 5: 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 6: 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 7: Employees who have accumulated the maximum sick leave hours defined in Section 8(c) (1920 hours), and Section 9(c) (1260 hours), may be compensated for up to ninety-six (96) hours unused sick leave annually. Regularly assigned 38-hour employees may be eligible for up to thirty-eight (38) hours of pay once they accumulate 900 hours of sick leave.

- (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 288 hours of accrual during the previous twelve months (November 1st through October 31st) will be compensated for up to 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 38-hour employees who have at least thirty-eight (38) hours of unused sick leave remaining from the 114 hours of accrual during the previous twelve months (November 1st through October 31st) will be compensated for up to those thirty-eight (38) hours at their regular rate of pay in their 1st paycheck in December. 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 the 38 hours will be added to the employee's sick leave bank.
- (g) Eligible employees on a 56-hour schedule who are temporarily assigned to a 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 or thirty-eight schedule, will receive up to ninety-six (96) hours of compensation at the fifty-six hour rate in their 1st paycheck in December.

- Section 8: 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 or regular 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 hour schedules or five hundred forty-three (543) hours based on a thirty-eight (38) hour work week
 - (b) In the case of death of an employee during his tenure with the CITY, 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, 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 100% of unused accrued sick leave not to exceed one thousand nine hundred and twenty (1920) hours at their current hourly rate of pay based on a fifty-six (56) hour work week, or one thousand three hundred and three (1303) hours at their current hourly rate of pay based on a thirty-eight (38) hour work week.

Section 9: Employees hired July 1, 1995, or thereafter, with 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 or regular 38-hour schedule plus longevity, if applicable, as follows:

- (a) For employees hired July 1, 1995, or thereafter, with 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 or regular 38-hour work week, and shall be paid accrued sick leave hours not to exceed 800 hours for the fifty six (56) hour work week or five hundred forty-three (543) hours for the (38) hour work week.
- (b) For employees hired July 1, 1995, or thereafter, in the case of death of the employee during their tenure with the CITY, 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 hours 1260 hours based on a fifty-six (56) hour work week, or eight hundred fifty-five (855) at their current hourly rate of pay based on a thirty-eight hour work-week.

Section 10: 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 have experienced greater than eight (8) occurrences of sick leave utilization in the previous 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 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 12 month period with eight (8) or less occurrences.
- (c) 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 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 11: 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: Effective July 1, 2014, increases in mandatory contributions to 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) 56-hour employees

<u>Years of Continuous Service</u>	<u>Accrued Hours</u>	<u>Accrued Shifts</u>
During the 1st year	96	4 shifts
2nd through 5th Year	216	9 shifts
6th through 12th Year	264	11 shifts
Commencing with the 13th Year	336	14 shifts

(b) Permanently assigned 38-Hour Employees:

<u>Years of Continuous Service</u>	<u>Accrued Hours</u>
During the 1st year	38
2nd through 5th Year	114

6th through 12th Year	152
Commencing with the 13th Year	190

- Section 2: Upon completion of six months of continuous service, accrued hours for that time period will be credited and available to the employee. Beginning with the seventh 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 thirty-eight (38) hour employees may accumulate and carry over annual leave up to a maximum of four hundred eighty (480) hours.
- (c) 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 or more years of full-time service, upon separation shall be paid 100% of accrued annual leave up to the allowed maximum. In the event of an UNION Member's death 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 his designee. 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 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 him/her by the CITY or by cash refund.
- Section 8: No annual leave will be paid unless the employee has completed six 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 the employee's 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 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 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 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 his designee, will determine the use of association leave.

Section 4: In 2015, the Nevada Legislature passed Senate Bill 241 (amending NRS Chapter 288), which provides that union leave can only be granted if either (i) the full cost of such leave is paid or reimbursed by the employee organization, or (ii) is offset by the value of concessions made by the employee organization. On November 24, 2015, the Local Government Employee-Management Relations Board held that concessions made in prior negotiations may be considered for the purposes of determining whether sufficient concessions have been made pursuant to and in compliance with Senate Bill 241. 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 Senate Bill 241.

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 Senate Bill 241 as amended in NRS Chapter 288. The ultimate results of any filed litigation concerning Senate Bill 241 shall have no effect on the terms set forth in this Article 16.

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 his 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 90-day leave of absence for good and valid reasons. During such leave that exceeds 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: Maternity/Paternity/Adoption Leave:

- (a) Employees shall be entitled to leave for maternity/paternity/adoption up to twelve (12) weeks following the birth or adoption of the child.

Section 3: 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.

- (b) Those persons selected to serve on the jury will not be required to report back to work until released by the court.

Section 4: 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 he is 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 his military pay and regular classification pay from the City.
- (c) After the completion of service the employee may be restored to his former position if the employee is able to perform his 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 his former position in accordance with subsection (c).
- (e) An employee who works 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 his duties, without loss of pay for a period not to exceed 360 hours in any one 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 his regular compensation in addition to his military pay.

Section 5: Bereavement Leave:

For 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 500 miles or more from the City limits of Henderson, Nevada, forty-eight (48) additional hours of bereavement leave may be granted.

For regular 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 14 day period after the notification of such death. Use of these three days beyond the 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 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 14 day period requires approval of the Chief or their designee.

Section 6: 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 7: Family & Medical Leave (FMLA) Act:

The CITY will comply with the Family Medical Leave Act.

ARTICLE 18. PAYROLL DEDUCTIONS:

Section 1: Upon written authorization to the CITY'S Chief Financial Officer from an employee, the CITY agrees to deduct on a bi-weekly or monthly basis from the wages of said employee such sums as he 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 Chief Financial Officer.

- 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 through the International Fire Fighters Financial Corporation's relationship with Nationwide Insurance Company. Such deductions will occur as quickly as the administrative processes can be established and when there is no detrimental financial impact on other CITY employees.
- 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 Payroll Section 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 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 his designee for adjustment. The grievance will contain the specific provisions of the contract alleged to be violated.

STEP 3: If, within seven (7) calendar days after submission to the department head or his designee, the grievance has not been settled, the UNION may submit it for adjustment to the City Manager, or designee, within an additional seven (7) calendar days.

STEP 4: If, within seven (7) calendar days after having been submitted to the City Manager, the grievance has not been settled, the UNION may submit it to arbitration within seven (7) calendar days for adjustment. 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. Any correspondence by either party to the FMCS will be copied to the opposite party.

Section 2: An Arbitrator shall be selected from a list of seven (7) names supplied by the American Arbitration Association by alternately striking names from the list with the UNION striking the first name. The arbitration shall be conducted under the rules of the American Arbitration Association.

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 member. The Arbitrator shall not hear or decide more than one 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 his jurisdiction and authority as specified in this Agreement shall be final and binding.

- Section 4: Nothing herein shall preclude any employee from discussing his grievance with the immediate supervisor up to and including the department head or his 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.

ARTICLE 20. PREMIUM PAYS:

- 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 his base hourly wage for all hours worked at the higher classification. That premium shall be:

Fire Fighter works as Fire Engineer	-	10%
Fire Fighter 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 Fire Fighter/Paramedic, shall be paid 5% above said employee's base wage for hours actually worked.
- (2) When a fire fighter properly licensed by the State of Nevada works out-of-class as a Fire Fighter/Paramedic, the employee will receive a maximum of 10% above his 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 38-hour work week for at least one pay period shall be paid a premium pay above his hourly wage for all hours worked. The premium shall be ten percent (10%).
- (1) Those employee's that are placed on a 38-hour work week 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 his 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 Field Training Officer: Employees identified as Paramedic Field Training Officers will receive a 2% base pay assignment premium for the term of the assignment and an additional 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 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 5% base pay premium for hazardous duty pay while regularly assigned to Station 98.
- Section 8: When working as a Paramedic FTO, 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 premiums. This stacking preclusion does not apply to the Bi-lingual premium.
- Section 10: Acting Battalion Chief:
- a) A Captain assigned to work out of class into the position of Battalion Chief shall be paid a 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 15%.
- Section 11: Lead Paramedic: Employees identified as Lead Paramedics will receive 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 (Appendix 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 his 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 his 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 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 CITY shall determine which positions shall be eliminated pursuant to a reduction in force. 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.

- (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 56 continuous work hours shall automatically have their qualifying period extended for a like amount of time.
- (d) For the six months immediately prior to the promotion, 50% of any full 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 a job announcement posted at each fire station, the Human Resources recruitment bulletin board, and the bulletin board for each department of the CITY, and a copy of the announcement mailed to the UNION at least thirty 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 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 to participate in the Center.
 - (2) The union shall be allowed a minimum of one representative for each section of the examination. The City shall allow the union

to select three Captains to participate in the oral review board for captain and engineer candidates.

- (3) In the event that fewer than four 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 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 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 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. Tape recorders and other recording devices are not permitted when reviewing the written examination (including fax machines and copy machines).

- (4) Candidates may only review those questions they missed on the written exam.
- (d) After review, if an examinee still feels his answer or question on an item is as good as or better than the keyed answer, he may file a challenge requesting the item be deleted or his 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 an 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.
- (k) 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. He fails to appear for a scheduled interview, physical examination, or any other appointment which has been confirmed with the candidate, without giving acceptable prior notice to the director of human resources or his designee of his 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 he requests in writing that the Human Resources Director leave his 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. 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 Clark County, Nevada within one year of the date of hire.

ARTICLE 31. 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.

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.

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.

Maternity/Paternity/
Adoption Leave:

Leave granted to employees for the purpose of caring for their newly-born or newly-adopted children.

Negotiations:

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

<u>Normal Work Day:</u>	The hours normally required for an employee to work any one day or one shift pursuant to the terms of this contract.
<u>Normal Work Week:</u>	An employee's normal work week will be as designated depending upon work site and classification assignment.
<u>Overtime:</u>	Time that an employee works in addition to the employee's normal work schedule.
<u>Paternity Leave:</u>	Leave granted male employees for the purposes of caring for newly-born or newly-adopted children.
<u>Probationary Employee (Initial Hire):</u>	An employee who has not completed the initial one-year 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.
<u>Promotion:</u>	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.
<u>Qualifying Period:</u>	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.
<u>Reassignment:</u>	The movement of an employee or a position from one work unit to another within the organization with no change of classification.
<u>Reclassification:</u>	The movement of an employee from one classification to another classification resulting from significant changes in assigned duties and responsibilities.
<u>Regular Employee:</u>	One who has successfully completed his initial probationary period or qualifying period and whose appointment has been confirmed in a permanent position.
<u>Salary Range:</u>	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.

<u>Salary Schedule:</u>	The step, grade, and range structure for allocation of classifications as established by this contract.
<u>Salary Step:</u>	An increment within a salary grade which designates a specific pay rate.
<u>Service Date (Anniversary Date):</u>	Usually the actual date of hire, an employee's service 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.
<u>Shift:</u>	The hours which an employee is normally scheduled to work on any regular work day.
<u>Step Increase:</u>	A salary increase between steps of a given salary range marking a steady progress from the minimum of the grade to the maximum.
<u>Suspension:</u>	A temporary removal from work status, with or without pay, resulting from disciplinary action.
<u>Termination:</u>	The separation of an employee from employment with the City of Henderson.
<u>Within-Grade Increase:</u>	A salary increase from one step within a salary grade to a higher step within the salary grade awarded on the basis of merit.

ARTICLE 32. 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 33. EFFECTIVE DATE:

- Section 1: This Agreement shall be effective July 1, 2016, and shall remain in full force and effect up to and including June 30, 2018, 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, 2018.
- 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 34. 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.

DATED this 1 day of July , 2014

CITY OF HENDERSON, NEVADA

Robert A. Murnane, P.E.
City Manager

Jennifer Fennema
Director of Human Resources

APPROVED FOR CONTENT:

Josh M. Reid
City Attorney

ATTEST:

Sabrina Mercadante, MMC
City Clerk

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1883

Daniel Pentkowski
President

**Appendix A: Fire Contract Wage Schedule
July 1, 2016 – June 30, 2017**

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	\$24.553	\$25.780	\$27.069	\$28.426	\$29.846	\$31.339	\$32.904	\$34.549	\$36.275	\$38.089		
Fire Captain	38	\$36.184	\$37.994	\$39.892	\$41.888	\$43.981	\$46.178	\$48.491	\$50.915	\$53.461	\$56.134		
Fire Engineer	56	\$21.350	\$22.417	\$23.540	\$24.714	\$25.952	\$27.249	\$28.613	\$30.041	\$31.544	\$33.122		
Fire Engineer	38	\$31.462	\$33.037	\$34.688	\$36.423	\$38.243	\$40.156	\$42.164	\$44.274	\$46.486	\$48.810		
Fire Fighter	56	\$17.086	\$17.941	\$18.838	\$19.781	\$20.770	\$21.808	\$22.899	\$24.042	\$25.247	\$26.509	\$27.833	\$29.225
Fire Fighter	38	\$25.181	\$26.440	\$27.762	\$29.150	\$30.608	\$32.137	\$33.747	\$35.432	\$37.204	\$39.063	\$41.018	\$43.069
Fire Fighter/Paramedic	56	\$19.365	\$20.333	\$21.350	\$22.417	\$23.540	\$24.714	\$25.952	\$27.249	\$28.613	\$30.041	\$31.544	\$33.122
Fire Fighter/Paramedic	38	\$28.537	\$29.964	\$31.462	\$33.037	\$34.688	\$36.423	\$38.243	\$40.156	\$42.164	\$44.274	\$46.486	\$48.810
Medical Services Officer Assigned to EMS8	56	\$24.553	\$25.780	\$27.069	\$28.426	\$29.846	\$31.339	\$32.904	\$34.549	\$36.275	\$38.089		
Medical Services Officer	38	\$39.802	\$41.794	\$43.882	\$46.077	\$48.379	\$50.797	\$53.341	\$56.007	\$58.807	\$61.748		
Public Education Specialist	38	\$30.594	\$32.125	\$33.730	\$35.417	\$37.188	\$39.047	\$41.000	\$43.049	\$45.203	\$47.462		

**Appendix A: Fire Contract Wage Schedule
July 1, 2017 – June 30, 2018**

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	\$25.167	\$26.425	\$27.746	\$29.137	\$30.592	\$32.122	\$33.727	\$35.413	\$37.182	\$39.041		
Fire Captain	38	\$37.089	\$38.944	\$40.889	\$42.935	\$45.081	\$47.332	\$49.703	\$52.188	\$54.798	\$57.537		
Fire Engineer	56	\$21.884	\$22.977	\$24.129	\$25.332	\$26.601	\$27.930	\$29.328	\$30.792	\$32.333	\$33.950		
Fire Engineer	38	\$32.249	\$33.863	\$35.555	\$37.334	\$39.199	\$41.160	\$43.218	\$45.381	\$47.648	\$50.030		
Fire Fighter	56	\$17.513	\$18.390	\$19.309	\$20.276	\$21.289	\$22.353	\$23.471	\$24.643	\$25.878	\$27.172	\$28.529	\$29.956
Fire Fighter	38	\$25.811	\$27.101	\$28.456	\$29.879	\$31.373	\$32.940	\$34.591	\$36.318	\$38.134	\$40.040	\$42.043	\$44.146
Fire Fighter/Paramedic	56	\$19.849	\$20.841	\$21.884	\$22.977	\$24.129	\$25.332	\$26.601	\$27.930	\$29.328	\$30.792	\$32.333	\$33.950
Fire Fighter/Paramedic	38	\$29.250	\$30.713	\$32.249	\$33.863	\$35.555	\$37.334	\$39.199	\$41.160	\$43.218	\$45.381	\$47.648	\$50.030
Medical Services Officer Assigned to EMS8	56	\$25.167	\$26.425	\$27.746	\$29.137	\$30.592	\$32.122	\$33.727	\$35.413	\$37.182	\$39.041		
Medical Services Officer	38	\$40.797	\$42.839	\$44.979	\$47.229	\$49.588	\$52.067	\$54.675	\$57.407	\$60.277	\$63.292		
Public Education Specialist	38	\$31.359	\$32.928	\$34.573	\$36.302	\$38.118	\$40.023	\$42.025	\$44.125	\$46.333	\$48.649		

EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM (Appendix B)

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 himself or herself and how that person interacts with those around him or her. It is more closely related to personal behaviors than to performance of job tasks. Examples of poor conduct include:

Insubordination

- 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 he or she expects 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 his or her 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, he or she 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 supervisors 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 he or she is doing, there is no way his or her 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 he or she 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 he or she 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 he or she performs as he or she is 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, he or she 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 Counseling form (Appendix A). 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 himself or herself 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 his/her information gathering and conducts a review of all informal steps that may have been taken. Once a decision to use the formal process is reached, the 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 (Appendix B) is completed to document the Investigative Interview

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

The Investigative Interview should be conducted by the immediate supervisor and the Battalion Chief or may be conducted by the Fire Chief and/or his 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 he or she did, or the employee may not know that he or she 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, he or she 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.

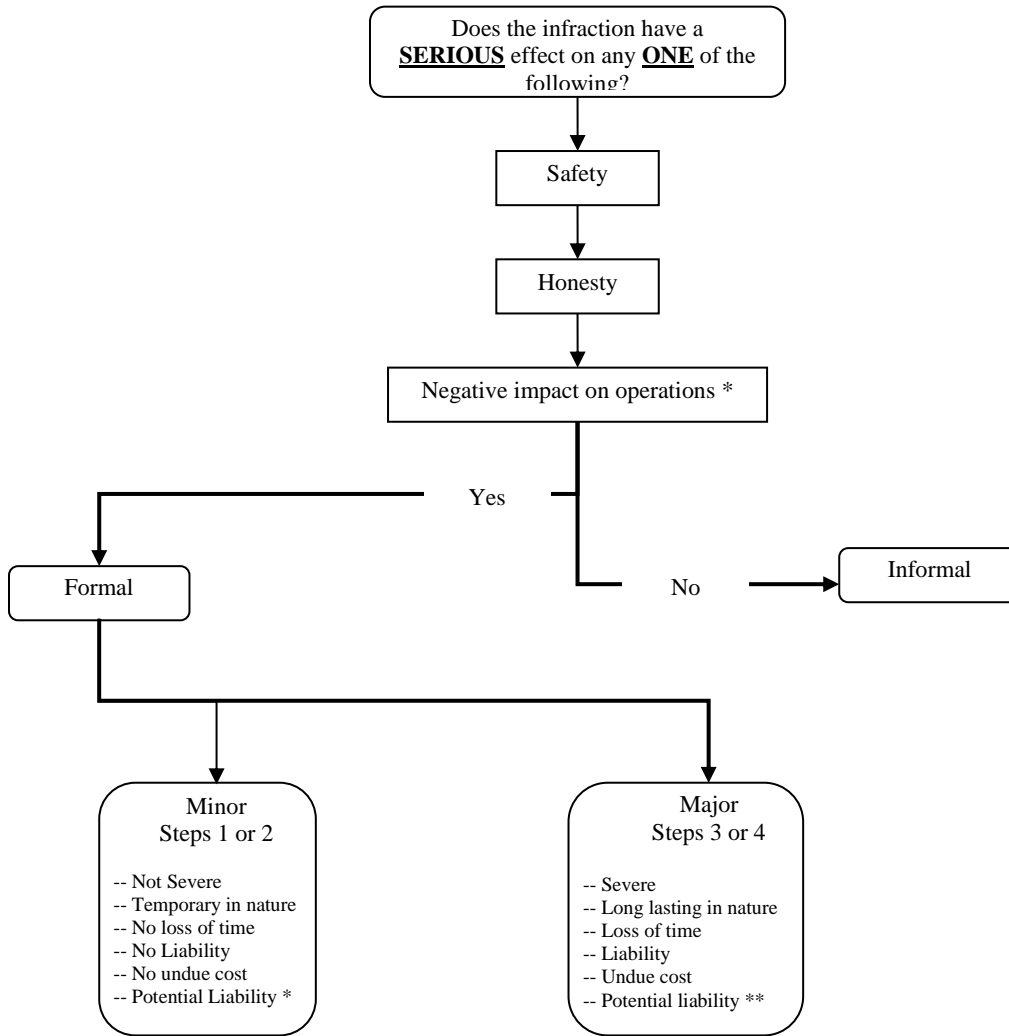
Questions to Ask: The supervisor should evaluate the following items:

- 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 work week **without pay** (For 56-hour personnel, one work shift is 24 hours, one work week is 56 hours. For 38-hour personnel, one work shift is 9.5 hours, one work week 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 EDPP process. Paid time away from work is provided to the employee so that he/she may decide on whether employment with the Fire Department is in his/her best interest. Except in the most unusual circumstances, any additional formal discipline during the active period of a Step 4 will result in a termination hearing.

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

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

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

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

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

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

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

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

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

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

ADMINISTRATIVE HEARINGS

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

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 his/her right to have union representation present during any meeting that may result in formal disciplinary action. If an employee requests that a union representative be present, the supervisor must contact a local 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 his 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.