

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

July 1, 2020 through June 30, 2021

PREAMBLE

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

Agreement Between the City of North Las Vegas and the
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1 **Article 1. GENDER, NUMBER, AND TENSE**

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

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

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

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

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

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

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16

17 **Article 2. RECOGNITION / CLASSIFICATIONS**

18 **Section 2.01 Recognition**

19 The City recognizes the Union as the exclusive bargaining agent for all
20 employees covered under this Agreement. It is further agreed that the Union
21 shall also represent any employees within classifications created by the City that
22 are within the community of interest of the employees within this bargaining
23 unit. New positions created within the community of interest of the employees

1 within the bargaining unit shall be added to the list in Section 2.02 of this
2 Article. (See Appendix A)

3 **Section 2.02 Classifications**

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

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

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

12

1 **Article 3. NO STRIKE**

2 ***Section 3.01 No Strikes***

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

5

1 **Article 4. PAYROLL DEDUCTIONS**

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

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

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

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

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

18

1 **Article 5. UNION BUSINESS**

2 **Section 5.01 Union Business Leave**

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

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

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

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

25 **Section 5.02 Negotiations**

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

28 **Section 5.03 Grievance**

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

33

1 **Article 6. NON-DISCRIMINATION**

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

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

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

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

11

1 **Article 7. COMMUNICATIONS**

2 **Section 7.01 Bulletin Boards**

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

5 **Section 7.02 E-Mail**

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

13

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

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

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

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

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

32 (D) The City and the Union recognize that the matters covered by Administrative
33 Directives and Standard Operating Guidelines may include matters which are
34 not subject to mandatory bargaining under the provisions of NRS 288. The City
35 and the Union also recognize that these Administrative Directives and Standard
36 Operating Guidelines are subject to change by the Fire Chief provided,
37 however, that subjects of mandatory bargaining are negotiated.
38

1 **Section 8.02 Labor Management Communication and Amendments**

2
3 (A) Memorandum of Understanding (MOU) - A formal document which captures
4 changes / modifications to existing contract or agreement language between
5 parties mid contract. The MOU shall expire at the commencement of the next
6 agreement, unless otherwise specified.

7
8 (B) Letter of Understanding (LOU) – A formal document which clarifies the intent
9 and/or outlines the mutual understanding of contract or agreement language
10 between parties.

11

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

2 **Section 9.01 Prevailing Rights**

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

12
13 (B) In the event the City intends to change a Prevailing Right, a copy of the
14 requested change will be sent to the Union for review. Any timely objection
15 raised by the Union shall be discussed with the City. If the objection cannot be
16 resolved, the dispute shall be subject to the grievance procedure set forth in
17 this Agreement.

18 **Section 9.02 Management Rights**

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

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

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

26 (3) The right to determine:

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

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

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

32 d) The means and methods of offering those services.

33 (4) Safety of the public

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

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

3 ***Section 10.01 Participation Coverage***

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

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

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

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

16

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

3 ***Section 11.01 Agreement***

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

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

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

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

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

1 **Article 12. STAFFING**

2 ***Section 12.01 Designation of Apparatus***

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

7

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

2 **Section 13.01 Supply**

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

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

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

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

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

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

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

1 **Section 13.02 Standards**

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

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

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

11 **Section 13.03 Cleaning**

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

13

1 **Article 14. HOURS**

2 **Section 14.01 Non-Suppression Personnel**

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

8 **Section 14.02 Suppression Personnel**

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

14 (B) 56-hour employees shall be paid for 116.778 hours a pay period at their hourly
15 wage. These hours represent an extrapolation of FLSA and hours worked over
16 a nine (9) pay period cycle.

17 **Section 14.03 Schedule Changes**

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

20 (B) The City shall present a written outline of material business changes at least
21 thirty (30) days prior to such change.

22 (C) Schedules may be changed from time to time by the City if business conditions
23 materially change, but only for the duration of such conditions. When this
24 occurs, the City shall meet and confer with the Union at least ten (10) calendar
25 days prior to such schedule changes.

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

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

31

1 **Article 15. LEAVE OF ABSENCE**

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

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

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

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

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

15

1 **Article 16. ANNUAL LEAVE**

2 **Section 16.01 Annual Leave**

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

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

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

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

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

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

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

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

29

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

- 2 (A) All employees assigned a 40-hour workweek during their first year of
3 employment with the City shall accrue vacation benefits at the rate of ten (10)
4 10-hour shifts per year. This will be accrued at a bi-weekly rate of 3.8461.
- 5 (B) All employees assigned a 40-hour workweek at the start of their second year of
6 employment with the City shall accrue vacation benefits at the rate of twelve
7 (12) 10-hour shifts per year. This will be accrued at a bi-weekly rate of 4.6154.
- 8 (C) All employees assigned a 40-hour workweek at the start of their sixth year of
9 employment with the City shall accrue vacation benefits at the rate of sixteen
10 (16) 10-hour shifts per year. This will be accrued at a bi-weekly rate of 6.1538.
- 11 (D) All employees assigned a 40-hour workweek at the start of their eleventh year
12 of employment with the City shall accrue vacation benefits at the rate of twenty
13 (20) 10-hour shifts per year. This will be accrued at a bi-weekly rate of 7.6923.
- 14 (E) All employees assigned a 40-hour workweek at the start of their sixteenth year
15 of employment with the City shall accrue vacation benefits at the rate of twenty-
16 two (22) 10-hour shifts per year. This is accrued at a bi-weekly rate of 8.4615.

17 **Section 16.04 Maximum Accrual**

- 18 (A) 56-hour employees shall be allowed to accrue a maximum of 720 hours of
19 annual leave.
- 20 (B) 40-hour employees shall be allowed to accrue a maximum of 480 hours of
21 annual leave.
- 22 (C) All unused annual leave hours in excess of the above maximums which remain
23 at the end of a fiscal year (pay period that includes June 30) shall be forfeited
24 without payment to the employee.

25 **Section 16.05 Separation**

- 26 (A) Employees with more than one (1) year's service who are separated from
27 employment are entitled to payment for unused annual leave up to the
28 allowable maximum accrued.
- 29 (B) Upon separation from the City, employees shall contribute twenty-five percent
30 (25%) of their unused annual leave hours, in accordance with section 16.05(A),
31 at their current rate of pay (plus longevity) into their Health Reimbursement
32 Arrangement (HRA) administered by the North Las Vegas Fire Fighters Union
33 Health and Welfare Trust. The City will provide the Union with a breakdown of

1 the deposit to include the quantity of annual leave hours and monetary value for
2 each employee. Accruals used to fund the HRA may be used for
3 reimbursement of medical expenses incurred by the employee and his/her
4 spouse and dependents, but may not be converted into income at any time.

5 **Section 16.06 Emergency Annual Leave**

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

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

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

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

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

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

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

29 (1) Training Division – Battalion Chief - 1

30 (2) EMS Chief -1

31 (3) Deputy Fire Marshal - 1

32

1 **Article 17. SICK LEAVE**

2 **Section 17.01 Sick Leave Use**

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

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

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

24 **Section 17.02 Accumulation**

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

29 (1) 56-hour employees shall accrue twenty-four (24) hours per month.

30 (2) 40-hour employees shall accrue ten (10) hours per month.
31

32 **Section 17.03 Bonus Shifts**

33 Effective July 2016, if an employee uses hours less than or equal to one 24-hour
34 shift of sick leave during the previous fiscal year, he/she shall receive three (3)

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

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

13 **Section 17.04 Unused Sick Leave**

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

- 15 (1) After ten (10) years of City service, employees shall be compensated for one-
16 half (1/2) of all unused sick leave at their current rate of pay (plus longevity) up
17 to a maximum of 2400 hours.
- 18 (2) Starting the sixteenth (16th) year of City service, payment shall be increased by
19 an additional five percent (5%) for each additional year of service of all unused
20 sick leave up to a maximum of 2400 hours. Unused sick leave payment shall
21 not exceed 2400 hours.
- 22 (3) Employees with an excess of 2400 hours of sick leave on June 30, 2015 will
23 have a separate bank created. This bank will include all hours above 2400.
24 Upon separation from the City the employee will be compensated for seventy-
25 five percent (75%) of these hours at their current pay rate plus longevity.

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

- 27 (1) After ten (10) years of City service, employees shall be compensated for one-
28 half (1/2) of all unused sick leave at their current rate of pay (plus longevity) up
29 to a maximum of 1000 hours.
- 30 (2) Starting the sixteenth (16th) year of City service, payment shall be increased by
31 an additional five percent (5%) for each additional year of service of all unused
32 sick leave up to a maximum of 1000 hours. Unused sick leave payment shall
33 not exceed 1000 hours.
- 34 (3) Employees with an excess of 1000 hours of sick leave on June 30, 2015 will
35 have a separate bank created. This bank will include all hours above 1000.

1 Upon separation from the City the employee will be compensated for seventy-
2 five percent (75%) of these hours at their current pay rate plus longevity.

3 (C) Upon separation from the City, employees shall contribute twenty-five percent
4 (25%) of their unused sick leave hours, in accordance with section 17.04(A)
5 and (B), at their current rate of pay (plus longevity) into their Health
6 Reimbursement Arrangement (HRA) administered by the North Las Vegas Fire
7 Fighters Union Health and Welfare Trust. The City will provide the Union with a
8 breakdown of the deposit to include the quantity of sick leave hours and
9 monetary value for each employee. Accruals used to fund the HRA may be
10 used for reimbursement of medical expenses incurred by the employee and
11 his/her spouse and dependents, but may not be converted into income at any
12 time.

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

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

17
18 (A) 56-hour employees who exceed 2800 hours of sick leave shall have fifty
19 percent (50%) of the hours that exceed 2800 deposited into their Health
20 Reimbursement Arrangement (HRA) administered by the North Las Vegas Fire
21 Fighters Union Health and Welfare Trust. The money shall be deposited into
22 the Trust at the employee's current rate of pay (plus longevity) in the first pay
23 period that includes July 1st. The City will provide the Union with a breakdown
24 of the deposit to include the quantity of sick leave hours and monetary value for
25 each employee. The remaining fifty percent (50%) of sick leave hours shall be
26 deposited into an emergency sick leave bank, which is not eligible for payout at
27 any time including separation. Emergency sick leave bank hours shall be used
28 only upon exhaustion of all other sick leave hours.

29
30 (B) 40-hour employees who exceed 1200 hours of sick leave shall have fifty percent
31 (50%) of the hours that exceed 1200 deposited into their Health Reimbursement
32 Arrangement (HRA) administered by the North Las Vegas Fire Fighters Union
33 Health and Welfare Trust. The money shall be deposited into the Trust at the
34 employee's current rate of pay (plus longevity) in the first pay period that
35 includes July 1st. The City will provide the Union with a breakdown of the
36 deposit to include the quantity of sick leave hours and monetary value for each
37 employee. The remaining fifty percent (50%) of sick leave hours shall be
38 deposited into an emergency sick leave bank, which is not eligible for payout at
39 any time including separation. Emergency sick leave bank hours shall be used
40 only upon exhaustion of all other sick leave hours.

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

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

3 ***Section 18.01 Light Duty***

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

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

31

1 **Article 19. OCCUPATIONAL INJURIES**

2 **Section 19.01 Workers Compensation**

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

6 **Section 19.02 Modified Duty**

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

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

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

33
34

1 **Article 20. BEREAVEMENT LEAVE**

2 **Section 20.01 Bereavement Leave**

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

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

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

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

14

1 **Article 21. MILITARY LEAVE**

2 **Section 21.01 Military Leave**

- 3 (A) Any employee who is an active member of the United States Army Reserve, the
4 United States Naval Reserve, the United States Marine Corps Reserve, the
5 United States Coast Guard Reserve, the United States Air Force Reserve or
6 the Nevada National Guard will be relieved from his/her duties, upon the
7 Supervisor's request, to serve under orders in accordance with Nevada state
8 law and federal law, and be compensated in accordance with Nevada state law
9 and federal law. Any employee requesting this benefit shall provide a copy of
10 his/her military orders to the City.
- 11 (B) Any employee who receives orders to report to duty shall, upon the employee's
12 request, be relieved from the employee's normal duties without loss of full
13 compensation for a period of up to fifteen (15) shifts per calendar year.
- 14 (C) Beginning on the 16th shift and for thirty (30) shifts thereafter per calendar year
15 the employee will be paid the difference between their base wage and military
16 duty pay.
- 17 (D) Upon exhaustion of the shifts as outlined in subsections A and B above, the
18 employee has the option, at their discretion, to use their accrued leave time to
19 be fully compensated for the shifts missed or to make up the difference in their
20 base wage and military duty pay.

21

1 **Article 22. JURY DUTY**

2 ***Section 22.01 Jury Duty***

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

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

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

9

1 **Article 23. CONVERSION**

2 **Section 23.01 Conversion**

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

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

12
13 40 to 56-hour Conversion Factor: 1.400
14 56 to 40-hour Conversion Factor: 0.7143
15

16 Positions classified in the 56-hour workweek that are assigned to a 40-hour workweek will
17 continue their 56-hour contractual accruals (annual, holiday, sick) subject to the conversion
18 factor.
19

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

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

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

7

1 **Article 25. HOLIDAYS**

2 **Section 25.01 Received Holidays**

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

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

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

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

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

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

4 **Section 25.02 Holiday Accrual**

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

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

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

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

12 **Section 25.03 Payment of Holidays**

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

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

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

1 The City will provide the Union with a breakdown of the deposit to include the
2 quantity of holiday leave hours and monetary value for each employee. The
3 above payments shall be made at the employee's current rate of pay (plus
4 longevity) in the first pay period that includes July 1st. This sell back will begin
5 in 2016.

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

19 (E) Upon separation from the City, employees shall contribute twenty-five percent
20 (25%) of their unused holiday leave hours, in accordance with section 25.03, at
21 their current rate of pay (plus longevity) into their Health Reimbursement
22 Arrangement (HRA) administered by the North Las Vegas Fire Fighters Union
23 Health and Welfare Trust. The City will provide the Union with a breakdown of
24 the deposit to include the quantity of holiday leave hours and monetary value
25 for each employee. Accruals used to fund the HRA may be used for
26 reimbursement of medical expenses incurred by the employee and his/her
27 spouse and dependents, but may not be converted into income at any time.

28

1 **Article 26. INSURANCE / BENEFITS**

2 **Section 26.01 Life Insurance**

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

5 **Section 26.02 Health Benefits**

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

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

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

19 **Section 26.03 Liability**

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

23

1 **Article 27. ANNUAL PHYSICALS**

2 **Section 27.01 Physical Examinations**

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

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

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

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

1 **Article 28. ASSIGNMENTS**

2 **Section 28.01 Assignments**

- 3 (A) Assignments shall be based on seniority within classification.
- 4 (B) A 56-hour employee that voluntarily takes a 40-hour temporary assignment
5 shall retain their permanent assignment for up to one (1) year. Upon the
6 agreement of the Fire Chief or designee and the Union, the employee shall
7 have the ability to extend this time frame.
- 8 (C) All assignments shall be for a Platoon and a Battalion.
- 9 (D) The Battalion Chief assigned to training will be filled through an interview
10 process. The Fire Chief will make the final selection of the candidate.
- 11 (E) Employees shall remain in their bid assignment for a minimum of thirty (30)
12 days.
- 13 (F) Although the parties intend that assignments are to be permanent insofar as
14 practicable, the Fire Chief shall have the right to initiate, approve or disapprove
15 assignments to promote efficiency of the Fire Department.

16 **Section 28.02 Assignment Vacancy**

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

22 **Section 28.03 Training Assignment**

- 23 (A) Employees assigned to the Training Division shall be paid 100% of their
24 converted 56-hour wage to include premium wages, hours in Article 14 Section
25 14.02(B), and differential pay.
- 26 (B) Employees assigned to the Training Division will not have their 56-hour
27 accruals or banks converted. Employees assigned to the Training Division will
28 continue to accrue holidays as if they were still working the 56-hour workweek.

1 Upon separation from the City, the employee's leave banks will be cashed out
2 at their 56-hour pay rate rather than their 40-hour pay rate.

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

6 **Article 29. SENIORITY**

7 **Section 29.01 Seniority List**

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

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

19 (1) Fire Department hire date

20 (2) Final Training Academy Grade

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

24 (3) Entrance Examination Test Score

25 (4) Date of original application

26
27 In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not
28 conclusive, factor 3 shall govern. If factor 3 is not conclusive, factor 4 governs.
29

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

4 (1) Date of promotion

5 (2) Promotional examination grade

6 (3) Department seniority

7
8 In the event factor 1 is not conclusive, factor 2 shall govern. If factor 2 is not conclusive,
9 factor 3 shall govern.

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

12 **Section 29.02 Purpose**

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

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

16 **Section 29.03 Break in Service**

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

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

23

1 **Article 30. EXCHANGE OF TIME**

2 **Section 30.01 Exchange of Time**

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

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

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

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

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

16

1 **Article 31. PROMOTIONS**

2 ***Section 31.01 Eligibility***

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

5

1 **Article 32. REDUCTIONS IN FORCE**

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

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

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

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

21

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

2 **Section 33.01 Purpose**

- 3 (A) The purpose of this article is to provide clear written policies on the
4 administration of the disciplinary process to ensure consistency and to protect
5 the rights of both the employer and the employee. This article will be utilized as
6 a guideline to identify the issue and course of action to be taken to correct the
7 issue, enhance job performance through problem resolution as outlined, or
8 through the formal disciplinary process.
- 9 (B) The North Las Vegas Fire Department and the City have a right to discipline in
10 accordance with the Employee Development and Performance Program (EDPP)
11 contained in Appendix B. Discipline matters as outlined in the EDPP, and
12 discharge are subject to the grievance procedures.
- 13 (C) No discipline shall be imposed for the exercise of freedom of speech in Union
14 affairs upon a member of the Union.
- 15 (D) A copy of any written complaint, reprimand deficiency report or similar
16 document, shall be furnished to the Union, upon request of the employee.
17 Subject to scheduling an appointment, an employee may review his personnel
18 file during the normal business hours of the Fire Department.
- 19 (E) No member shall be compelled to submit to a polygraph examination against
20 his or her will. No disciplinary action or other discrimination shall be taken
21 against a member for refusing to submit to a polygraph examination.

22 **Section 33.02 Discipline for Cause**

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

28 **Section 33.03 Resignation**

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

1 **Article 34. GRIEVANCE PROCEDURE**

2 **Section 34.01 Definition**

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

7 **Section 34.02 Grievance Process**

8 Grievances shall be processed in the following manner:

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

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

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

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

23 **Section 34.03 Mediation or Arbitration**

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

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

- 1 name remaining on the list. The Union shall be the first party to strike a name .
2 from the list.
- 3 (C) The jurisdiction and authority of the arbitrator, and the arbitrator's opinion and
4 award, shall be confined exclusively to the interpretation and application of this
5 Agreement and the law. The arbitrator shall have no authority to add to, detract
6 from, alter, amend, or modify any provisions of this Agreement. In the case of
7 discipline, the arbitrator's authority shall be limited to the written charges
8 against the employee and the discipline given to the employee. The arbitrator
9 shall not hear or decide more than one grievance without the mutual consent of
10 the City and the Union.
- 11 (D) The costs of mediation or arbitration shall be borne as follows:
- 12 (1) The expenses, wages and other compensation of any witness called before the
13 mediator or arbitrator shall be borne by the party calling such witness. Other
14 expenses incurred such as professional services, consultations, preparation of
15 briefs and data to be presented to the mediator or arbitrator shall be borne
16 separately by the respective parties.
- 17 (2) The mediator's fees and expenses, and the cost of any hearing room for the
18 mediation shall be borne by the parties equally. The arbitrator's fees and
19 expenses, the cost of any hearing room for arbitration, and the cost of a court
20 reporter and of the original transcript shall be borne by losing side of the
21 arbitration. The arbitrator will be requested to specify who is the losing party.
- 22 (E) The mediator or arbitrator's award shall be final and binding on the Union, the
23 employee represented by the Union, and the City. If the arbitrator awards back
24 wages covering the period of the employee's separation from the payroll of the
25 City, the amount so awarded shall be less any unemployment compensation
26 received and less any interim earnings.
- 27 (F) It is expressly understood and agreed that the grievance resolution system
28 specified in this article is the only grievance resolution system available to the
29 parties.
30

1 **Article 35. DEFERRED COMPENSATION**

2 ***Section 35.01 Deferred Compensation***

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

5

1 **Article 36. EDUCATIONAL INCENTIVE PAY**

2 **Section 36.01 Compensation**

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

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

11
12 Associate Degree Monthly: \$50.00

13
14 Bachelor Degree Monthly: \$75.00

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

17 **Section 36.02 Tuition Reimbursement / Assistance**

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

30 (B) To be considered for reimbursement the class must have begun or have been
31 successfully completed within the contract year for which the employee is
32 seeking reimbursement. For instance, if a class was started and paid for in
33 May and successfully completed in August the employee can submit for
34 reimbursement for the contract year to include May (if maximum reimbursement
35 has not been reached) or the contract year to include August. All requests for
36

1 reimbursement must be submitted within ninety (90) days upon successful
2 completion of the class.

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

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

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1 **Article 37. WAGES**

2 ***Section 37.01 Wages***

3
4 Employees shall be compensated in accordance with Appendix C, incorporated by
5 reference into this Agreement. The wages in Appendix C are subject to change in
6 accordance with NRS 286.421.

7 ***Section 37.02 Annual Increases***

8
9 There shall be no Cost of Living Adjustment (“COLA”) paid for fiscal year July 1,
10 2020 to June 30, 2021.

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1 **Article 38. PERS**

2 **Section 38.01 PERS Contributions**

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

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

2 **Section 39.01 Call-back Pay**

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

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

9

1 **Article 40. OVERTIME PAY**

2 **Section 40.01 Overtime Pay**

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

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

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

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

24

1 **Article 41. This Article Is Intentionally Left Blank**

2

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

2 **Section 42.01 Working Out of Classification**

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

7 **Section 42.02 Administrative Assignment Pay**

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

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

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1 **Article 43. STANDBY PAY**

2 **Section 43.01 Standby Pay**

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

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

8

1 **Article 44. LONGEVITY**

2 **Section 44.01 Longevity**

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

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

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

13

1 **Article 45. SPECIALTY PAY**

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

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

25
26 **Article 46. BILINGUAL PAY**

27 **Section 46.01 Bilingual Pay**

- 28 (A) Employees covered by this Agreement, who are bilingual in English and
29 Spanish and use the second language as part of their work, shall receive a

1 premium pay at the rate of seven hundred fifty dollars (\$750) per year to be
2 paid the first pay period in January.

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

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

7

1 **Article 47. RESIDENCY**

2 ***Section 47.01 Residency***

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All Fire Department employees hired after July 1, 2015 will be required to maintain residency within Clark County, Nevada upon successful completion of their probationary period. Such employees will be required to maintain residency in Clark County, Nevada for the duration of their employment with the City of North Las Vegas Fire Department.

1 **Article 48. REOPENER**

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

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1 **Article 49. SAVINGS CLAUSE**

2 ***Section 49.01 Savings Clause***

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

9

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

2 **Section 50.01 Amendments**

3
4 This writing constitutes the complete Agreement of the parties.
5 Any amendments to this Agreement shall be of no validity unless reduced to
6 writing and signed by both parties.

7 **Section 50.02 Term**

8
9 This Agreement shall be effective July 1, 2020 and continue in full force and
10 effect through June 30, 2021 and from year to year thereafter unless written
11 notice to change or modify is given by either party, not less than (60) days prior
12 to June 30, 2021. Timely notice by either party to change or modify shall operate
13 to open all mandatory subjects of bargaining as defined by law for negotiations.
14
15

16
17 Ratified by City Council
18 This day of , 2020

Ratified by the International
Association of Fire Fighters
Local 1607

19
20
21
22 _____
23 John J. Lee
24 Mayor

Craig Romey
President

25
26
27 Attest:

28
29 _____
30 Catherine A. Raynor, City Clerk

31
32
33 Approved as to form:

34
35 _____
36 Micaela C. Moore, City Attorney
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Appendix A

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Represented Classifications

- Battalion Chief
- EMS Chief
- Deputy Fire Marshal

Appendix B

NORTH LAS VEGAS FIRE DEPARTMENT
EMPLOYEE DEVELOPMENT
And
PERFORMANCE PROGRAM

THEORY OF EMPLOYEE DEVELOPMENT and PERFORMANCE PROGRAM

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

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

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

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

Employees contribute to informal resolution by:

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

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

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

5
6 **EMPLOYEE DEVELOPMENT AND PERFORMANCE PROGRAM IS A TWO PART**
7 **PROCESS**

8
9 The “Informal Process” involves techniques that are utilized to:

- 10
11 • Increase motivation and development.
12 • Prevent problems from developing.
13 • Ensure responsibility is not ignored.
14 • Discover mutually acceptable solutions to problems that do arise.

15
16
17 The “Formal Process” involves progressive disciplinary action, and occurs when:

- 18
19 • Attempts to resolve a problem informally fail.
20 • An employee is not taking responsibility to correct problems.
21 • Problems are of an immediate and serious nature and therefore cannot be dealt with
22 informally.

23
24 **WHAT IS A PROBLEM?**

25
26 A problem can be defined as the difference between a management expectation and an
27 employee’s success in meeting that expectation. Problems vary, but can generally be
28 assigned to one of three distinct categories: Conduct, Attendance, or Performance.
29 Each category is defined and examples are provided.

30
31 **In each case, these are examples only. They are in no way intended to be all-**
32 **inclusive for the category.**

33
34 **CONDUCT:** Conduct is a mode or standard of personal behavior. It is how a person
35 acts or carries him or herself and how that person interacts with those around him or
36 her. It is more closely related to personal behaviors than to performance of job tasks.
37 Examples of poor conduct include:

38
39 ***Insubordination***

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

42 ***Alcohol or controlled substances***

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

1 **Fighting**

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

5 **Threatening or striking another person**

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

8 **Dishonesty**

- 9 • Falsifying personnel documents.
10 • Falsification of NLVFD records or incident reports.
11 • Lying.

12 **Theft**

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

15 **Misconduct**

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

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

26 **Tardiness**

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

29 **Absenteeism**

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

35 **Abandonment**

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

1
2 **PERFORMANCE:** Performance refers to a person's ability to do satisfactory and
3 competent work. **Failure to follow established policies or rules and failure to meet**
4 **performance standards are among the most common problems associated with**
5 **performance. The former is within the power of a person to control, and may,**
6 **therefore, logically result in discipline.** However, the need for increased training
7 should be considered in making any disciplinary decision concerning the employee's
8 inability to perform to acceptable standards. Examples of performance problems
9 include:

10 **Appearance**

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

15 **Safety**

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

20 **Performance of Duties**

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

25

26 **COMPLEX PROBLEMS**

27

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

35

36 **WHICH PROCESS DO I USE?**

37

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

- 1
2 • Was there negative action or negligence on the part of the employee that is
3 intentional?
4 • Did the action or negligence involve a breach of safety or honesty, or have a
5 negative impact on operations?
6 • Was the action or negligence a violation of policy?
7

8 **INFORMATION GATHERING**

9
10 Information gathering is a fact-finding mission, and the more time and effort put into
11 finding out the facts, the easier the rest of the process will be. Information gathering
12 usually starts as a conversation between the employee and supervisor to get a general
13 idea of what happened. The supervisor should:

- 14
15 • Ask as many questions as needed to get the whole picture.
16 • Talk to co-workers, employees on other shifts, or anyone else with knowledge about
17 the incident.
18 • Make a personal observation of any physical items involved.
19 • Listen attentively to what all parties have to say.
20 • Keep an open mind.
21

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

- 24 • The Formal Process will be conducted by the Executive Staff.
25

26 **THE INFORMAL PROCESS**

27
28 The underlying goal of the Informal Process is to prevent problems from developing and
29 to quickly eliminate problems that do arise. Six strategies and techniques have been
30 determined to be important components of an effective Employee Development and
31 Performance Program, especially a program that places a great deal of importance on
32 supervisor and employee responsibility. When these strategies and techniques are
33 properly utilized, supervisors should have very few discipline problems. When a
34 problem is first identified, the supervisor and employee attempt to resolve it through
35 these six strategies:

- 36
37 • Developmental **Coaching**
38 • The application of **Training**
39 • The removal of **Obstacles**
40 • The timely delivery of **Feedback**
41 • The arranging of **Consequences**
42 • Provide **Counseling**
43

1 **COACHING**

2
3 Coaching is an informal, often times spontaneous discussion designed to assist an
4 employee in developing knowledge, skills, and abilities. It is the everyday interaction
5 between supervisor and employee that leads to employee development.

6
7 Praise and encouragement are the most effective coaching tools. They enable the
8 supervisory coach to define exactly what he or she expects in a positive way. A good
9 coach tries to be a “people developer” and you can’t develop people by tearing them
10 down.

11
12 There are several coaching actions that can contribute to effective supervision:

- 13
- 14 • Provide employee with positive feedback.
 - 15 • When you have to criticize, focus on the problem, not the individual’s personality.
 - 16 • Give employees both positive and negative feedback.
 - 17 • Build and maintain strong relationships with employees.
 - 18 • Confront employees with problems in their performance.
 - 19 • Use active listening skills.
 - 20 • Listen more than you talk.

21
22 As an effective supervisor, you will need to know what to coach and when to coach.
23 Generally, you will need to assume the role of coach when a member of your work team
24 does not know how to do an assigned task, performs a job incorrectly, or does not
25 perform to prescribed standards.

26
27 Generally, if the performance problem is one of attitude or motivation, you may need to
28 counsel the employee.

29
30 Once you identify an area that requires coaching, either through direct observation or an
31 employee’s direct request for help, you can develop a coaching plan. Elements of a
32 plan may include:

- 33
- 34 • Let employees know what is expected of them by clearly defined standards and job
35 responsibilities. Develop a work plan with agreed upon tasks and completion dates.
 - 36 • Let employees know how they are doing through positive and negative feedback,
37 evaluation of performance, and documentation of strengths and weaknesses.
 - 38 • Mutually develop a plan for improvement. Monitor progress in areas that need
39 strengthening and suggest and provide appropriate training. Recognize and praise
40 performance improvement.
 - 41 • Remember the principles of effective communication.

42
43 **Theory:** If an employee seeks assistance in resolving a problem, there is a chance that
44 the problem can readily be resolved. If a person does not recognize that a problem
45 exists, that person will have no reason to change his or her behavior.

1 **Guidelines for Effective Coaching:**

- 2
- 3 • Resolutions should be discussed in terms of what is desired by the Fire Department.
 - 4 • Employee's comments or reactions should be encouraged.
 - 5 • The supervisor should provide a rationale for policies or rules in question.
 - 6 • All persons involved should listen carefully. A tip to assist in the communication
 - 7 process is to re-state what is heard to ensure adequate understanding.
 - 8 • Commitments to change should be sought, and the door should be kept open for
 - 9 future discussions about the problem.
 - 10 • Supervisors should express confidence in the employee's ability to improve.
 - 11 • Coaching sessions should end on a positive note.
- 12

13 **TRAINING**

14

15 Training employees for their jobs and developing their skills and abilities are important

16 responsibilities of the supervisor. Part of your job will be to create a climate for learning

17 by endorsing training activities, encouraging employees to take advantage of them, and

18 helping them in every way to grow on the job.

19

20 Training consists of activities designed to provide employees with the knowledge, skills,

21 and abilities required to do the job properly. Training usually takes place in a structured

22 format with pre-established objectives. Problems can arise when employees are not

23 provided with an appropriate level of training. When this occurs, attempts to resolve the

24 problem any other way would be unsuccessful. Training deficiencies may be identified

25 during Coaching sessions, or the supervisor may have to make a more thorough inquiry

26 into the employee's training history.

27

28 **Theory:** If an employee lacks the necessary knowledge, skills, or abilities, he or she

29 will be unable to perform effectively.

30 **Guidelines for Effective Training:**

- 31
- 32 • Supervisors who believe that a lack of training may be contributing to a problem
 - 33 should ensure that job requirements haven't changed since the employee was
 - 34 initially trained and that the employee has received appropriate training in all
 - 35 elements of the job.
 - 36 • Any deficiency in training should be addressed by providing the employee with the
 - 37 training needed.
 - 38 • The supervisor should monitor the employee's performance to determine if the
 - 39 training was successful.
- 40
- 41

1 **OBSTACLES**

2
3 Removing obstacles involves ensuring the employee has the time, tools, equipment,
4 and proper direction required to do the job. It may involve determining if anything
5 outside of the supervisor's immediate attention prevents the employee from doing the
6 job properly. Removing obstacles means that it is important to look below the surface.
7 Again, problems in this area may be identified during Coaching sessions. Supervisors
8 should be sensitive to concerns and issues relating to the employee's personal
9 situation. Should the supervisor identify personal issues relating to performance, the
10 utilization of the Employee Assistance Program (EAP) is encouraged.

11
12 **Theory:** If a person does not have the time, tools, or equipment needed to do a job,
13 receives conflicting instructions, or has serious personal problems that interfere with
14 doing the job, that person will be unable to do the job properly.

15
16 **Guidelines for removing Obstacles:**

- 17
18 • Supervisors should ensure the employee has the time, tools, and equipment
19 required to do the job properly.
20 • Determine if anything, either from within the organization or from outside of the
21 organization, is preventing the employee from doing the job right.
22 • Determine that specific actions have been taken to remove known obstacles.
23

24 **FEEDBACK**

25
26 Supervisors should give employees feedback to tell them how they are doing.
27 Feedback can be used to discipline, correct, inform, or praise the performance of
28 employees.

29
30 Many supervisors mistakenly assume that employees know both how well they are
31 doing and how well their supervisor thinks they are doing. It is the supervisor's
32 responsibility to tell employees about their performance through feedback.

33
34 Giving feedback to all employees - good and poor – is important. If we offer feedback
35 just to poor performers, we ignore the needs of good employees who should be
36 recognized for their efforts. Giving positive feedback is worth a supervisor's time. By
37 not correcting less productive performers through feedback you may be implying that
38 you are pleased with their performance.

39
40 Feedback is the act of providing specific qualitative and/or quantitative information
41 about conduct, attendance or performance, in relation to a given standard or goal. For
42 example, when a problem arises, the supervisor may elect to Coach the employee as a
43 method of informal resolution. If the problem does not go away at that point, the

1 supervisor should provide timely feedback on the employee's success or failure at
2 resolving the problem. Otherwise, the problem may not go away or may become worse.

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

7
8 **Guidelines for Effective Feedback:**

9
10 Supervisors should evaluate the following questions:

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

15 **CONSEQUENCES**

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

19
20 **Theory:** If an employee determines that it actually doesn't matter if the job is done
21 correctly, or if the consequences of doing a job properly or quickly are unpleasant,
22 ultimately he or she will stop doing it correctly. For example: Does doing the job
23 properly or quickly result in additional work for the employee?
24

25 **Guidelines for arranging Consequences**

26
27 Supervisors should evaluate the following questions:

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

32 **COUNSELING**

33
34 Counseling is a serious discussion between a supervisor and an employee designed to
35 correct employee problems. Counseling is planned, has a specific purpose, and is
36 intended to result in a specific action(s). When the supervisor identifies a problem that
37 requires more than a coaching session or determines that coaching has failed to resolve
38 a problem, he or she should make arrangements to conduct a Counseling Session with
39 the employee.
40
41

1 **Counseling Procedure:**
2

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

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

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

18

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

23

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

26

27 ***Guidelines for Effective Counseling:***
28

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

- 34
- 35 • Problems should be stated in terms of desired versus actual conduct, attendance, or
36 performance.
 - 37 • The employee should be encouraged to provide comments or reactions.
 - 38 • The supervisor should provide a rationale for policies or rules violated.
 - 39 • All persons involved should listen carefully. A tip to assist in the communication
40 process is to re-state what is heard to ensure adequate understanding.
 - 41 • Commitments to change should be sought and the door should be kept open for
42 future discussions about the problem.
 - 43 • Necessary changes and appropriate time frames for compliance should be
44 explained so that employees are aware of specific actions required of them.
 - 45 • Supervisors should express a confidence in the employee's ability to improve.

- 1 • Counseling sessions should end on a positive yet serious note.
2
3

4 **SUMMARY** 5

6 Supervisors should integrate the use of informal techniques into their everyday
7 management style. If they do so, they will see a decline in the number of problems they
8 must address. The use of informal techniques should become second nature.
9

10 Attention to the six strategies or techniques by the supervisor is an important step to
11 assist the employee in eliminating a problem. It can then be more easily determined
12 when a problem persists, that the employee has not taken enough responsibility upon
13 himself or herself to eliminate the problem.
14

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

18 **THE FORMAL PROCESS** 19

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

27 The Formal Process consists of:

- 28
29 • Preparing and conducting an Investigative Interview.
30 • Utilizing the decision making process in regards to discipline.
31 • Preparing and conducting an Administrative Hearing, if applicable.
32 • Documentation.
33

34 **PREPARING FOR AN INVESTIGATIVE INTERVIEW** 35

36 Disciplinary actions should follow the offense as soon as reasonably possible and
37 offenses must not be allowed to build up before action is taken. Before meeting with an
38 employee to discuss a problem that may lead to discipline, the supervisors should take
39 the time to prepare. The basic steps of preparation include:
40

- 41 1. Gathering information concerning the incident or violation to justify the potential
42 for formal discipline. The goal is to gather enough information to ensure that the
43 incident can be adequately addressed.

1
2 2. Reviewing notes from the information gathering process or documents from
3 previous efforts at resolving the problem. **If any information suggests that the**
4 **incident may be criminal in nature, the investigation or violation shall be**
5 **immediately referred to the Fire Chief or designee. If it is determined that**
6 **the incident may be in violation of the City Harassment Policy (sexual,**
7 **racial, workplace violence, etc.) it shall be referred to the Fire Chief or**
8 **designee, then forwarded to the Director of Human Resources or designee.**
9

10 3. Preparing an agenda outlining major points to be covered in the meeting.
11

12 4. Providing the employee with notification of the meeting location, date, and time.
13

14 5. Ensuring that the employee has time to secure union representation.
15

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

18 **CONDUCTING AN INVESTIGATIVE INTERVIEW**

19

20 The Investigative Interview is a formal meeting in which the Assistant Fire Chief or Fire
21 Chief level supervisor and employee discuss the problem at hand. The supervisors
22 identify the problem and discuss facts, evidence, etc., obtained during the information
23 gathering phase. Section I of the NLVFD Disciplinary Action Form (Appendix B) is
24 completed to document the Investigative Interview
25

26 During the Investigative Interview, the employee is afforded the opportunity to provide
27 an explanation. This explanation may be given during the meeting or the employee
28 may elect to submit a written response to the supervisor who is conducting the
29 investigation up to 48 hours later (or at a mutually agreed upon time).
30

31 The Investigative Interview should be conducted by the Fire Chief and/or designee,
32 depending upon the nature and seriousness of the event leading to the meeting.
33 Important points to remember during any meeting between supervisors and employees
34 are:
35

36 **Privacy:** Meetings should always be held in private. When problems are discussed
37 openly in front of others, people tend to become defensive and try to save face.
38

39 **Listen:** An effective meeting is a two-way conversation, not a lecture. The supervisor
40 should remember that the employee may have a valid reason for what he or she did, or
41 the employee may not know that he or she violated a rule.
42

43 **Tone:** The tone of this meeting should be neutral.
44

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

4
5 **Feedback:** Any actions or non-action shall be communicated to the employee within
6 fifteen (15) calendar days.

7 8 **MAKING A DECISION IN REGARDS TO DISCIPLINE**

9
10 Once a Captain or supervisor and the Battalion Chief or the next level supervisor has
11 conducted an Investigative Interview and an administrative hearing has been held, the
12 Fire Chief or Assistant Fire Chief will render a decision regarding formal discipline. An
13 initial evaluation of whether disciplinary action is appropriate involves the supervisors
14 asking certain questions. These questions are intended to provide a remedial check on
15 supervisory strategies:

- 16
- 17 • Is there sufficient evidence that the employee violated a rule or procedure?
- 18 • Can I demonstrate that the employee understood a rule/policy that was violated?
- 19 • Can I demonstrate that the employee knew in advance that such behavior would be
20 subject to disciplinary action?
- 21 • Can I demonstrate that the rule violated was reasonably related to the safe, efficient,
22 and orderly operation of the organization?
- 23 • Can I demonstrate that the employee committed an intentional act or omission?
- 24

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

27 28 **DISCIPLINARY ALGORITHM**

29
30 The Disciplinary Algorithm is a tool that assists the Fire Chief and/or Assistant Fire Chief
31 in determining the appropriate level of discipline to apply. .

32
33 When the Fire Chief and/or Assistant Fire Chief applies the circumstances of the
34 offense to the Disciplinary Algorithm, he or she will be led to an appropriate range of
35 disciplinary actions. The Fire Chief and/or Assistant Fire Chief should select the lowest
36 action necessary to compel the employee to take responsibility for eliminating the
37 problem.

38
39 The Disciplinary Algorithm is designed to assist a supervisor in reaching a reasonable
40 recommendation based solely upon the merits of the case at hand.

41
42 The Disciplinary Algorithm requires consideration of three very important factors:
43 **safety, honesty,** and if there has been a **negative impact** on Fire Department

1 operations. Determining where the infraction falls in relation to these three queries will
2 help to remain consistent throughout the decision-making process.

4 **SAFETY**

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

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

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

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

23 **HONESTY**

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

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

35 **Questions to Ask:** Supervisors should evaluate the following questions:

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

1 **NEGATIVE IMPACT**

2
3 Although all infractions impact day-to-day operations in one way or another, the
4 supervisor must consider which of these presents an overall negative impact on the
5 department. Negative impact relates to the department's inability to quickly recover
6 from the costs or ramifications resulting from the employee's infraction.

7
8 **Theory:** Since the Fire Department is a publicly funded, service-oriented organization;
9 its operations are constantly scrutinized. Infractions, which result in undue costs or
10 embarrassment to the department, are counterproductive to the success of the Fire
11 Department's overall mission.

12
13 **Questions to Ask:** The supervisor should evaluate the following items:

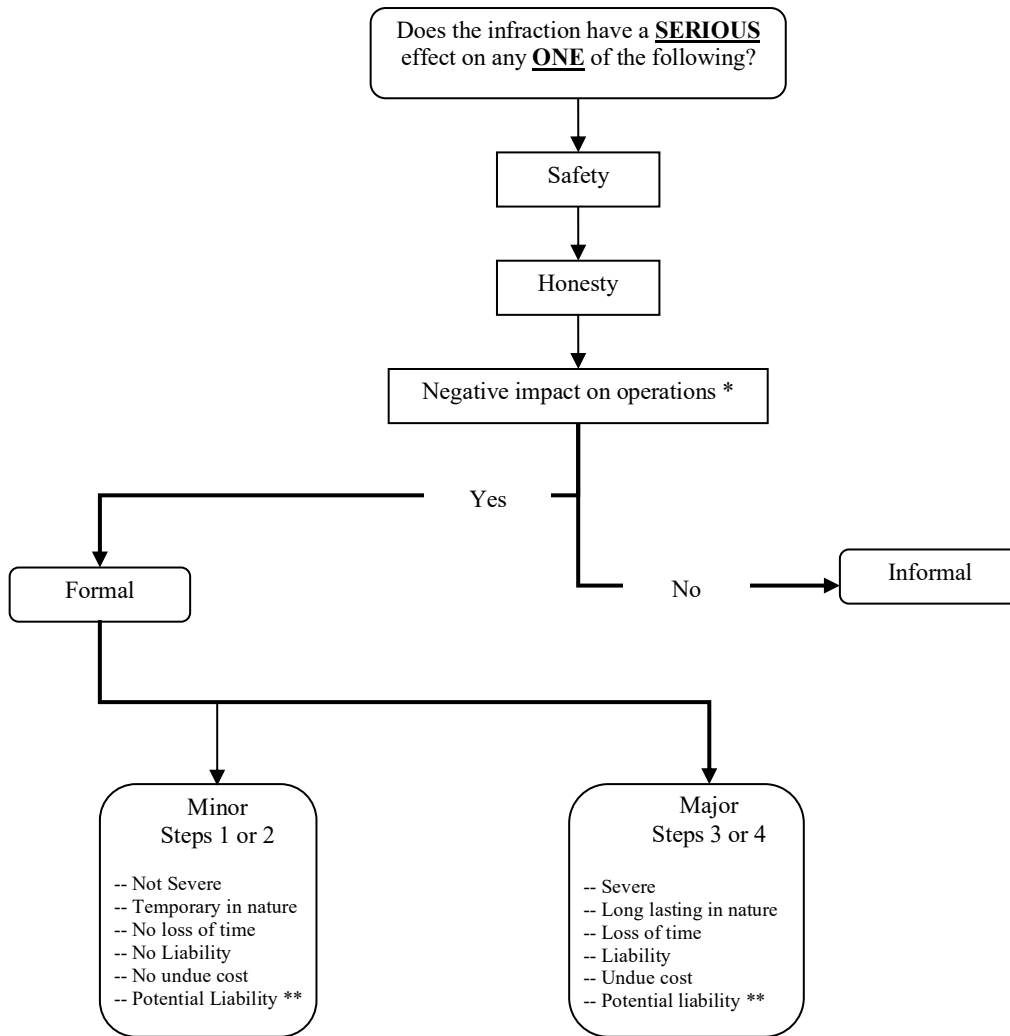
- 14
15 • Did the employee's actions have a negative impact on Fire Department operations?
16 • Did the employee's actions cause the Fire Department loss of time, undue cost,
17 serious liability exposure, or potential liability?
18 • Does the action bring negative attention to the Fire Department?

19
20 Once the above-mentioned items have been considered, the supervisor must determine
21 the severity of the infraction. Was this a **minor** or **major** infraction? A minor infraction
22 is usually not severe, is temporary in nature, and does not result in undue cost or
23 liability/potential liability to the department or city. A major infraction is usually severe,
24 long lasting, or results in undue costs or liability/potential liability to the Fire Department
25 or City.

26

1
2
3
4
5
6

DISCIPLINARY ALGORITHM



7
8
9
10

* 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.

1 **DISCIPLINARY ACTION STEPS**

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

4
5 **Step 1:** A Step 1 action places an employee on written notice by the Fire Chief or
6 designee that failure to correct a problem could lead to more serious discipline. This
7 action has an active life span of 6 months.

8
9 **Step 2:** A Step 2 action involves a minimum of a written notice to a maximum of a one-
10 half shift suspension without pay. A Step 2 is given when the action warrants more than
11 a Step 1 action or when a Step 1 action is not available. This action has an active life
12 span of 9 months.

13
14 **Step 3:** A Step 3 action involves a suspension. The suspension period will be a
15 minimum of one work shift to a maximum of one workweek **without pay** (For 56-hour
16 personnel, one work shift is 24 hours, one workweek is 56 hours. For 40-hour
17 personnel, one work shift is 10 hours; one workweek is 40 hours). This action has an
18 active life span of 12 months.

19
20 **Step 4:** A Step 4 involves a suspension but the suspension period will be one shift with
21 pay. This action has an active life span of 12 months. This is the most serious
22 disciplinary action in the EDP process. Paid time away from work is provided to the
23 employee so that he/she may decide on whether employment with the Fire Department
24 is in his/her best interest. Except in the most unusual circumstances, any additional
25 formal discipline during the active period of a Step 4 will result in a termination hearing.

26
27 **DISCIPLINARY DECISIONS AND MATRIX ENTRY**

28
29 Once the Fire Chief or Assistant Fire Chief makes a decision concerning the level of
30 discipline to be taken the action will be compared against the employee's disciplinary
31 history and a determination will be made as to whether or not the action conforms to the
32 discipline process and is consistent with previous decisions in similar circumstances.

33
34 All supervisors must remember that once a decision has been made to take formal
35 disciplinary action, it must be able to stand up to scrutiny. Problems occur when:

- 36
37 1. There is insufficient evidence to support the action.
38 2. Procedures and legal requirements have been overlooked.
39 3. The case is unable to withstand counterpoints from the employee.
40 4. The action proposed is not consistent with previous decisions in similar circumstances.
41 5. The action proposed is unacceptable considering the employee's *overall*
42 disciplinary history.
43

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

4
5 Note: Any discipline greater than a step 2 or resulting in suspension requires an
6 administrative hearing prior to action being taken.

7
8
9 **COMMON QUESTIONS ARE:**

- 10
11 • Are the three categories of problems (Conduct, Attendance, Performance) strictly
12 independent of each other?
13 • Are we required to be strictly progressive in the application of discipline within each
14 of these categories?

15
16 The answer to each question is no. The EDPP stresses that discipline be based upon
17 the employee's overall success at meeting managerial expectations.

18
19 **RULES, MATRIX AND CONCEPTS**

20
21 A few rules apply to the application of the different steps of discipline.

22
23 **Rule #1:** Disciplinary actions have active life spans. Active is defined as the total time
24 period the disciplinary action weighs against the employee. The active life spans are:

25
26 Counseling: 6 months

27
28 Step 1: 6 months

29 Step 2: 9 months

30 Step 3: 12 months

31 Step 4: 12 months

32
33
34 For instance, if Employee X receives a Step 1 disciplinary action on January 1, 2015, it
35 becomes inactive on June 30, 2015, 6 months from the date the action was imposed,
36 providing no further problems occur during that 6-month period. If further problems do
37 occur prior to June 30, 2015, the active life span shall be extended, as explained in Rule
38 #2.

39
40 **Rule #2:** Active life spans may be subject to *linking*. This is done to ensure that
41 documentation of prior disciplinary actions, often considered a basis for more
42 progressive disciplinary action, is not lost.

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

6
7 The EDPP is structured to prevent repetitive disciplinary action, which is
8 counterproductive for both the employee and the Fire Department.

9
10 Repetitive disciplinary actions are controlled by Rule #3, which limits the number of
11 active actions in any step. This ensures that progressively more serious discipline is
12 imposed, when necessary.

13
14
15 **Rule #3:** The total number of active actions in any given step is listed below. When
16 these limits are exceeded, the action must move up to the next step.

17
18 Counseling: No more than 1 in each category.

19 Formal Actions:

- 20
21 Step 1: No more than 2 total
22 Step 2: No more than 2 total
23 Step 3: No more than 2 total
24 Step 4: No more than 1 total

25
26 For an example of how Rule #3 is to be applied, let’s say that Employee X has been
27 progressively disciplined for Attendance and Performance (see matrix below) and has
28 yet to demonstrate a problem in the category of Conduct. Let’s now say that Employee
29 X develops a problem in the category of Conduct that must be dealt with. What Step(s)
30 are available, considering the three rules above?

31

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

32
33 The answer is a bit unique. Employee X may be counseled or given a Step 2 or greater
34 disciplinary action. The rules allow counseling in each category. However, the rules will
35 not allow more than two Step 1 actions, which Employee X already has. Employee X
36 has only one active Step 2 action, and is therefore eligible for one more to reach the
37 maximum of two. Let’s continue the example by stating that it has been decided that
38 Employee X should receive a counseling session for the first problem in the category of

1 Conduct. The option to impose a Step 2 action at this time is not being taken. The
2 progression would then look like this:

3

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

4
5 As it now stands, Employee X has been counseled for problems in each category and
6 has been progressively disciplined in the category of Attendance up to a Step 3 action.
7 Employee X has also been progressively disciplined in the category of Performance up
8 to a Step 1 action. Let's now say that Employee X again demonstrates a problem in the
9 category of Conduct that must be addressed with discipline. What option is available?

10
11
12 Answer: Employee X is not eligible for a Step 1, but would automatically face at least a
13 Step 2 for the Conduct problem. Rule #3 prevents three active Step 1 actions. This may
14 not seem progressive in the category of Conduct, but the overall behavior is the defining
15 criteria. The progression chart now looks like this:

16

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

17
18 To demonstrate how overall behavior is the focus of a successful program, let's
19 demonstrate how Employee X can reach a Step 4 action in the category of Conduct
20 without receiving a Step 3 action in that same category. Referring to the progression
21 chart below, you will see that Employee X received an additional Step 3 action for a
22 problem in the category of Performance, putting Employee X at the maximum number of
23 Step 3 actions permitted (two). A Step 2 in Performance is not allowed under the rules
24 since Step 2 actions are still active.

25

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

26

1 When Employee X then demonstrates yet another problem in the category of Conduct,
2 the supervisor is forced, when considering the rules, to impose a Step 4 action against
3 Employee X. The progression chart below demonstrates that an employee can reach a
4 Step 4 action in a category without having received all of the available progressively
5 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		

7
8 Why did Employee X receive a Step 4 action under the category of Conduct? Because
9 the rules are designed to ensure that Employee X's overall disciplinary history is taken
10 into account. There are significant disciplinary actions in Attendance and Performance
11 (Step 3's) that demonstrate that Employee X, overall, is not taking adequate
12 responsibility for correcting problems.

13
14 What does this really mean? It means that discipline may progress across categories.
15 This is an essential component of a successful disciplinary program. When an
16 employee is held accountable for his/her overall behavior, the employee is more likely to
17 improve.

18
19 The example of Employee X is intended to demonstrate the progression of discipline.
20 Absent in the example are the Investigative Interviews (defined earlier in this guide),
21 Administrative Hearings, and the Disciplinary Meetings that are part of the process.

23 **ADMINISTRATIVE HEARINGS**

24
25 Administrative Hearings will be scheduled whenever the event leading to disciplinary
26 action is of such a nature that any resulting discipline may be greater than a Step 2
27 action or a suspension.

28
29 The Administrative Hearing is a formal meeting in which the employee is afforded the
30 opportunity to provide an explanation directly to the Fire Chief or Assistant Fire Chief
31 regarding the event(s) leading to the proposed disciplinary action. The Administrative
32 Hearing also allows the Fire Chief or designee the opportunity to ask questions
33 pertaining to the event(s).

34
35 The employee and union will receive written notification of the hearing location, date,
36 and time. Notification shall include the specific actions upon which discipline may be
37 based and any corresponding policy or rule violation, if appropriate. The employee and

1 union will be afforded a minimum of seven (7) calendar days from notification to prepare
2 for the hearing, unless both parties mutually agree to meet at another date and time.

3
4 The employee may choose to respond in writing to the specified charges. If the
5 employee responds in writing, the Fire Chief or Assistant Fire Chief must receive the
6 response no later than the date and time specified for the hearing. The employee may
7 choose to appear in person and/or be represented by a Union representative.

8
9 Following the Administrative Hearing, a decision regarding the appropriate disciplinary
10 action to be taken, if any, will be made by the Fire Chief or Assistant Fire Chief. All
11 decisions will be governed by rules of the Formal Process. The decision will be
12 communicated to the employee and the Union within fifteen (15) calendar days after the
13 Administrative Hearing, unless a different timeline is mutually agreed to. The decision is
14 communicated during a Disciplinary Meeting by the Fire Chief or designee.
15

16 **DISCIPLINARY MEETINGS**

17
18 The Fire Chief or Assistant Fire Chief conducts Disciplinary Meetings after Information
19 Gathering, an Investigative Interview or Administrative Hearing to inform the employee
20 and the Union of disciplinary action decisions. The Disciplinary Meeting is documented
21 in Section II of the NLVFD Disciplinary Action Form. The nature of a Disciplinary
22 Meeting is informational, as the necessary discussions and reviews have already been
23 completed.
24

25 Disciplinary Meetings should not lead to debate. Employees who are not satisfied with
26 the result of this meeting should be referred to the grievance article of the appropriate
27 collective bargaining agreement. Fire Chief or Assistant Fire Chief should consider the
28 following recommendations related to a Disciplinary Meeting:
29

30 *Before the Meeting:*

31
32 The Fire Chief or Assistant Fire Chief shall notify the employee of their right to
33 representation. Section II of the NLVFD Disciplinary Action Form must be completed
34 with the following information:
35

- 36 1. Level of disciplinary action.
 - 37 2. Date of infraction.
 - 38 3. Date of the Administrative Hearing, if any.
 - 39 4. Effective dates of the disciplinary actions.
 - 40 5. Suggested corrective action(s).
- 41
42
43
44

1 *During the Meeting:*
2

- 3 1. Explain to the employee the level of disciplinary action to be taken.
 - 4 2. State the specific problem in terms of **desired versus actual** conduct,
5 attendance, or performance, and the changes expected.
 - 6 3. Ask the employee to confirm understanding.
 - 7 4. Indicate your confidence in the employee's ability to perform properly.
 - 8 5. Secure signature(s) of the employee and/or witness(es) involved.
- 9
10

11 *After the Meeting:*
12

- 13 1. Distribute copies of the NLVFD Disciplinary Action Form, as noted on the form.
 - 14 2. Monitor the employee's performance.
- 15

16 **DOCUMENTATION**
17

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

23 **PURGING DISCIPLINARY ACTIONS**
24

25 Disciplinary actions may be purged from Human Resource files when:
26

- 27 • A written request is submitted to the Human Resources Director.
 - 28 • All disciplinary action in a category will be removed when the active life span has
29 been reached.
- 30

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

33 **TERMINATION**
34

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

1
2 **Note:** In cases where serious discipline is indicated but termination may not be
3 warranted, demotion may be considered.
4

5 **REPRESENTATION**

6
7 *Overview:* During meetings, which are informal in nature, such as coaching and
8 counseling sessions, the involvement of an employee representative is not required,
9 though will be provided at the employee's request. During meetings that involve or may
10 likely lead to formal discipline, representation is an important component.
11

12 **Employee Rights:** The supervisor shall notify the employee of his/her right to have
13 union representation present during any meeting that may result in formal disciplinary
14 action. If an employee requests that a union representative be present, the supervisor
15 must contact a Local 1607 Principal Officer or those persons authorized to act on behalf
16 of the Union. If there are none available, the meeting shall be postponed until a
17 representative is available. All North Las Vegas Fire Department employees are
18 protected by the "Garrity Rights" in any disciplinary process that may involve criminal
19 activity. The Garrity Rights prohibit the use of statements gathered during an
20 investigation in subsequent criminal proceedings. As stated under Preparing for an
21 Investigative Interview, if any information suggests that the incident may be criminal in
22 nature, the investigation or violation shall be immediately referred to the Fire Chief or his
23 designee.
24

25 *During the Disciplinary Meetings:* Supervisors should follow proper procedures whether
26 a union representative is present or not. If the employee or union disagrees with the
27 disciplinary action, a grievance can be filed and the situation reviewed through the
28 grievance procedure. Informal actions and counseling are not subject to the grievance
29 procedure. Steps One through Four are subject to the grievance procedure. The
30 supervisor should not fail to take disciplinary action because of the possibility that the
31 action may be grieved.
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Appendix C: IAFF Hourly Wage Scale
July 1, 2020 - June 30, 2021

Position Title	Hrs	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Battalion Chief	56	28.900	30.339	31.847	33.434	35.098	36.845	38.680	40.606	42.627	44.757
EMS Chief	40	38.230	40.142	42.149	46.130	49.037	52.135	55.437	58.956	62.171	65.279
Deputy Fire Marshal	40	40.459	42.474	44.587	46.807	49.138	51.583	54.152	56.848	59.677	62.661

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