

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LAS VEGAS

&

INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS

Supervisory

[June 30, 2019 to June 30, 2021](#)



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**AN AGREEMENT BETWEEN
THE CITY OF LAS VEGAS, NEVADA
AND THE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 1285
SUPERVISORY**

PREAMBLE

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety and welfare of the population of the City; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of essential services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means of maintaining the existing harmonious relationship between the City and its employees, and with the intention and desire to foster and promote the responsibility of a sound, stable and peaceful labor relations between the City and its employees; and

WHEREAS, the parties have reached an understanding governing the conditions of employment which shall prevail;

NOW THEREFORE, the parties do agree as follows:

ARTICLE 1 – RECOGNITION

The City of Las Vegas (hereinafter called the "City") recognizes the International Association of Firefighters, Local No. 1285, (hereinafter called the "Union") as the

exclusive bargaining agent for the Fire Department employees listed below for the purpose of collective bargaining as set forth in NRS 288.

Persons in the following classifications are included within the Supervisory bargaining unit:

- Fire Battalion Chief
- Fire Communication Supervisor
- Supervisor of Fire Investigation
- Deputy Fire Marshal

ARTICLE 2 - NON-DISCRIMINATION

- A. The City and the Union agree not to discriminate against any member for his/her activity on behalf of, or membership in the Union.
- B. It is further agreed that the City and the Union will comply with all applicable Federal and Nevada state laws and executive orders pertaining to non-discrimination and equal employment opportunity.

ARTICLE 3 - EMPLOYEE RIGHTS

- A. The City and the Union agree that employees eligible for membership in the Union shall have the right to freely join, resign from, and/or assist the Union. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union during non-work hours in the capacity of a Union officer or representative. However, it is understood that the Union President may work on Union business during station standby time.

B. There will be no change in any matter covered by this agreement without the mutual consent of the parties.

C. There will be no change in any matter within the scope of bargaining without negotiations as required by NRS 288.

D. Nothing in this Article shall abrogate or diminish the rights of the City under the Management Rights Article of this Agreement.

ARTICLE 4 - CITY MANAGEMENT RIGHTS

A. Those subject matters which are not within the scope of mandatory bargaining and which are reserved to the City without negotiations (except as modified by the terms of this Agreement) include:

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

B. Notwithstanding this Agreement, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster, or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

C. The City shall have the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees

ARTICLE 5 - UNION BUSINESS LEAVE

A. Three members of the Union Negotiating Committee may be granted leave from duty with full pay for all meetings between the City and the Union for the purpose of renegotiating the terms of this contract, when such meetings take place at a time during which such members are scheduled to be on duty.

B. Two members of the Union Grievance Committee may be granted leave from duty for all meetings between the City and the Union for the purpose of processing grievances, when such meetings take place at a time during which such members are scheduled to be on duty.

C. Whenever department strength permits, Union officials or their designated representatives may be granted leave from duty with or without pay for any reasonable and just cause as may be determined and granted by the Fire Chief.

D. Pursuant to NRS 288.225, which applies to Collective Bargaining Agreements renewed, extended or succeeded by a new agreement after June 1, 2015, a local
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government employer may agree to provide leave to any of its employees for time spent by the employee in performing duties or providing services for an employee organization if the full cost of such leave is paid or reimbursed by the employee organization or is offset by the value of concessions made by the employee organization in the negotiation of an agreement with the local government employer pursuant to this chapter. The full cost of leave time granted to the Union herein has been offset by the value of concessions made by the Association in the Negotiations of this Agreement in 2016. Specifically, predecessor Collective Bargaining Agreements between the parties provided that the City would contribute on a bi-weekly basis an amount of \$45 per employee to the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT, with an understanding and practice that this money would be used to fund a Retiree Premium Subsidy Program. During negotiations of this agreement in 2016, the parties agreed that this bi-weekly payment of \$45 per employee will be replaced by a 0.65% base wage increase, beginning on September 1, 2016, as provided for in Article 22. It is believed that this change will result in a reduced cost to the City of Las Vegas.

The amount of that reduction represents a concession made by the Union, the value of which offsets the full amount of union business leave.

ARTICLE 6 - DUES AND OTHER PAYROLL DEDUCTIONS

A. The City agrees to deduct from and reflect on the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as the employee should designate as his/her Union dues and so certified by the Treasurer of the Union. Such funds shall be remitted by the City to the Treasurer of the Union within thirty (30) days after such deductions.

B. The Union shall indemnify and hold the City harmless against any and all claims, demands, suits, and all other forms of liability which shall arise out of or by reason of action taken (or not taken) by the City at the written request of the Treasurer of the Union under the provisions of Section A above.

C. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during a period of twenty (20) days each year ending October 20. Such provision will appear on the Membership Application and Dues Deduction Authorization Card. If dues deduction authorization is not revoked during such period, it shall continue for the balance of the contract year or upon termination of employment.

D. Upon written authorization to the City from an employee, the City agrees to deduct on a regular basis from the wages of said employee such sums as he may specify for United Way, I.A.F.F Local 1285 Insurance Trust, any financial institutions or Credit Unions authorized under the City's Automatic Payroll Deduction Program and other miscellaneous deductions agreed upon by the City and the Union. The employees' authorization for the deductions in Paragraph D are revocable at the will of the employee, as provided by law, and may be terminated at any time by the employee by giving appropriate written notice to the City and the Union, where appropriate, or upon termination of employment.

ARTICLE 7 - NO STRIKES

A. The Union agrees that there shall be no strikes under any circumstances. The members of the Union shall continue to furnish efficient service within all areas of assigned responsibility.

B. For the purpose of this Agreement, the meaning of the word "strike" shall be stoppage of work, slowdown or interruption of operations or absence from work upon any pretext or excuse, such as illness, which is not founded in fact.

ARTICLE 8 - BULLETIN BOARDS

A. The City shall provide space for Union bulletin boards of the agreed size, to be located in the respective Fire Department buildings and to be used by the Union for the posting of notices of a responsible and reasonable nature concerning Union business and Union activities. The Union may also post notices onto the designated City Computer site. A copy of all material to be posted will be sent to the Fire Chief and/or his/her representative at the time of posting. The material referred to is such items as meeting notices, election results, etc.

B. The Union shall monitor the bulletin boards on a quarterly basis and remove any and all outdated material.

ARTICLE 9 - RULES AND REGULATIONS

A. The City may adopt and amend Fire Department Rules and Regulations consistent with NRS and this Agreement. These shall be the rules by which the City administers the Fire Department and to which all employees covered by this Agreement are bound.

B. The City and the Union further recognize that the matters covered by the Fire Department Rules and Regulations include subject matter which is subject and which is not subject to mandatory bargaining under the provisions of NRS 288. The City and the Union also recognize that these Fire Department Rules and Regulations are subject to

change by the Fire Chief, or his designee, in accordance with the procedure specified below.

C. The City and Union recognize and understand that the Fire Department Rules and Regulations are general in nature and shall not be considered as all inclusive. No inference will be drawn from the absence of a rule in the Fire Department Rules and Regulations.

D. The procedure for changing Fire Department Rules and Regulations will be as follows:

1. Except in the event of an emergency, no rule, regulation nor amendment or cancellation thereof shall become effective until notice thereof has been posted in each fire station for a period of ten (10) consecutive days.

2. The City or the Union may request meetings to discuss their views relative to work rules and proposed changes therein. Except in the case of an emergency, said meetings shall be convened prior to the implementation of the rule, regulation, amendment or cancellation.

3. The Fire Chief will issue a written response to all questions raised by the Union. The Union will do the same. These responses are due within three (3) days of the meeting with copies to the City Manager.

4. When the City and the Union are involved with contract negotiations, rules and regulations may be changed as part of that negotiating process.

E. Any dispute arising between the City and the Union concerning any proposed or implemented modification or interpretation of the Fire Department Rules and Regulations shall be subject to the provisions of the Grievance Procedure, including arbitration, in this Contract.

F. Any dispute as to whether or not the subject matter of a proposed or adopted rule or regulation is a mandatory subject of bargaining shall be submitted to the Local Government Employee-Management Relations Board in accordance with procedures outlined by the rules of that Board and NRS 288 prior to it being submitted to arbitration.

G. Except in the event of an emergency no disputed rule will go into effect prior to settlement of the dispute or arbitration award, whichever is earliest.

H. The parties agree that the Fire Department shall have a copy of the current Fire Department Rules and Regulations at each work location. The City will also provide a copy of the current Fire Department Rules and Regulations to any Bargaining Unit member upon request.

I. All operational directives, bulletins, policy procedures, operational notices, memos, and other material relating to the Fire Department Standard Operating Procedures (SOP) shall be issued, and/or made available on computer, in an indexed manual format with pages consecutively numbered, with the date of issue and effective date. The SOP Manual, and/or computer file, shall be updated as required. Any changes to the SOP Manual, and/or computer file, shall be issued to the Union thirty (30) calendar days prior to the proposed change. The Union may request that a specific change to the SOPs be submitted as a Rule and Regulation ten (10) days prior to the proposed change. If such a request is made, that SOP change shall be subject to the procedure outlined in Paragraphs D, E, and F of this Article. The Fire Chief shall provide a copy of the SOP Manual and/or computer access to the SOP computer file and all changes to the manual and/or computer file at each work location, three copies to the Union, two copies to the Human Resources Department, and one copy to the City Manager's Office. In addition, if

available, the Chief shall provide computer access to the SOP computer file at each work location.

J. Positive Discipline

The City and the Union agree to follow the Fire Department Positive Discipline Program and Procedures as established by the parties. Changes to the Positive Discipline Program and Procedures shall be accomplished in accordance with Paragraphs D, E, F and G of this Article.

Once probation is successfully completed, an employee may only be disciplined for just cause, in accordance with the positive discipline manual.

ARTICLE 10 - GRIEVANCE PROCEDURE

A. The Employer and the Union agree that any grievance or dispute which may arise between the parties concerning the interpretation and the application of the expressed provisions of this Agreement shall be settled in the manner shown below. If a dispute involves an established past practice within the Fire Department that would be mandatorily negotiable under the provisions of NRS 288.150, that is not expressly provided for in the provisions of this Agreement, such a dispute may be submitted for resolution as a grievance. In such a case, the dispute shall be processed in the normal fashion to the arbitrator step. The arbitrator selected, if any, shall then first rule on the negotiability of the issue and whether or not the issue was a past practice. If the arbitrator rules the dispute to be arbitrable, the same arbitrator shall hear the merits of the underlying grievance. Actions taken for discharge and/or disciplinary reasons, should a dispute arise, shall be settled through this grievance procedure, beginning at the second step.

B. The parties agree that employees must successfully complete an initial probationary period. Prior to the successful completion of an initial probationary period, the City has the right to discipline or discharge an employee at any time, as long as the action is consistent with applicable state and federal law. Nothing in this Agreement interferes in any way with the City's right to discharge or discipline any employee prior to the successful completion of an initial probationary period. Further, it is expressly agreed that this grievance procedure is not applicable to actions taken for discharge and/or discipline of an employee who has not successfully completed an initial probationary period with the City.

C. The parties agree that a formal grievance shall start when it is a counseling, reprimand or above reduced to writing and presented to the Deputy Chief for resolution. Any informal resolution made by the immediate supervisor, before the grievance is presented to the Deputy Chief, is subject to further review and may be overruled by the Fire Chief. The Department will not discipline an immediate supervisor for any attempt to resolve the matter informally.

D. The matter should first be discussed orally with the employee's immediate supervisor within five (5) calendar days of the occurrence, or the employee having knowledge of the occurrence, of the violation of this Agreement.

1. (Step 1) In the event the matter is not or cannot be resolved to the satisfaction of the employee, by oral discussion with the immediate supervisor, the aggrieved employee shall file a grievance in writing and shall present the written grievance to the aggrieved employee's Deputy Chief, with copies to his/her immediate supervisor, and to the Union within ten (10) calendar days of the occurrence giving rise to the grievance, or ten (10) calendar days of the employee's actual knowledge of the occurrence. Failure on the part

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of the aggrieved employee to do so shall be deemed an abandonment of the grievance and shall preclude the aggrieved employee from further processing the grievance as provided in Sections 2 through 8 below. The Deputy Chief shall investigate the grievance and respond in writing within seven (7) calendar days of receipt. The employee may meet personally with the Deputy Chief upon request. If a grievant, who is not represented by the Union, requests a meeting, the Deputy Chief will notify the Union four (4) calendar days prior to the meeting and permit the representative to attend. If the Deputy Chief fails to respond within the time limits, the grievance shall proceed to the next step of the grievance procedure.

2. (Step 2) If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 1 above, the aggrieved employee shall, within ten (10) calendar days of receipt of the grievance from the Deputy Chief, or the date when his/her response to the grievance was due, present to the Fire Chief a copy of the written grievance. If the Deputy Chief has not answered the grievance, the grievance shall be deemed to have been delivered to the Fire Chief on the date the Deputy Chief's answer was due. If the Deputy Chief did answer the grievance, a failure on the part of the aggrieved employee to present the grievance, in a timely manner in accordance with the provisions of this Section, shall be deemed an abandonment of the grievance and preclude the aggrieved employee from further processing the grievance as provided in Sections 3 through 8. The Fire Chief, or the Acting Fire Chief, shall investigate the grievance and respond in writing within fifteen (15) calendar days of its receipt. The employee may meet personally with the Fire Chief, or the Acting Fire Chief, upon request. If a grievant, who is not represented by the Union, requests a meeting, the Chief will notify the Union one (1) week prior to the meeting and permit its representatives

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to attend. If the Fire Chief fails to respond within the required time limits, the grievance shall proceed to the next step.

3. (Step 3) If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 2 above, the aggrieved employee shall, within fifteen (15) calendar days after receipt of the written response by the Fire Chief, present to the City Manager a copy of his/her grievance as provided in Sections 1 and 2 above. If the Fire Chief has not answered the grievance, the grievance shall be deemed to have been delivered to the City Manager on the date that it was due from the Fire Chief. The City Manager, or his/her representative, shall investigate the grievance and respond in writing within fifteen (15) calendar days of its receipt. The grievant may meet personally with the City Manager, or his/her representative, upon request. If a grievant, who is not represented by the Union, requests a meeting, the City Manager will notify the Union one (1) week prior to the meeting, and permit its representatives to attend.

4. If the grievance is not resolved to the satisfaction of the aggrieved employee, in accordance with the procedures set forth in Section 3 above, the aggrieved employee may, within fifteen (15) calendar days of the receipt of the City Manager's answer to his/her grievance or within fifteen (15) calendar days of when the answer was due, request that the matter be submitted to final and binding arbitration by written notification to the Director of Human Resources. Failure on the part of the aggrieved employee to do so shall be deemed to be an abandonment of the grievance and shall preclude the grievance from any further consideration. The representatives of the parties shall meet for the purpose of selecting an impartial arbitrator within ten (10) days from the date of notification by the aggrieved employee that the matter is to be submitted to binding

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arbitration. If the parties are unable to agree on an impartial arbitrator within that ten-day period, the parties, or a party acting jointly or separately, shall request the American Arbitration Association to submit a panel of seven arbitrators. To select an arbitrator from the panel, the parties may either mutually agree to one or shall alternately strike one name each, with the last remaining name becoming the arbitrator. The party seeking arbitration shall strike the first name. The parties must meet to strike names within ten (10) days of receipt of the list of arbitrators from the American Arbitration Association.

5. Any dispute, claim or grievance submitted to final and binding arbitration under the provisions of this Article shall be in accordance with the voluntary labor arbitration rules of the American Arbitration Association. All costs for the arbitration services shall be shared equally by both parties to the arbitration. Any party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own costs of preparing their case, attorney fees, witness fees, and any other expense they incur individually.

6. Whenever any grievance is submitted in writing, it shall be distributed as follows by the aggrieved: (1) Deputy Chief; (2) Director of Human Resources; (3) President of the Union; and (4) employee's copy.

7. The time limits specified in Paragraphs 1 through 4 may be extended by written agreement of the grievant or his/her representative and the City's authorized representatives at that step of the grievance process.

8. In computing any period of time described or allowed in the grievance procedure, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it

is a Saturday, Sunday, or holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or holiday.

9. The aggrieved employee shall have the right to be represented by members of the Union or its attorney at all levels of the grievance procedure, except during the initial consultation with the employee's immediate supervisor specified in Paragraph D of this Grievance Procedure. The employee shall be present, except in the event of an emergency. The employee retains the right to proceed on their own behalf without the representation by the Union, and shall have the right to be represented by licensed Nevada legal counsel at all levels of the grievance procedure. If the Union is not the employee's representative, the appropriate Union representative shall be afforded the opportunity to be present at any discussions between the employer and the employee wherein settlement of the grievance is discussed. Settlements reached shall not be inconsistent with the provisions of this Agreement. The Union must expressly agree to any proposed settlement of a grievance. Should the Union believe that a proposed settlement made by an individual employee and the City is inconsistent with the provisions of this Agreement, the employee or the Union can request the matter proceed to the next level of this procedure; all normal timelines shall apply. In those cases where the Union has declined to agree to a proposed settlement and the matter proceeds to a next step, both the employee and the Union shall be afforded party status.

10. The Union shall provide the Director of Human Resources with a list of names of all persons authorized to act on behalf of the Union, and shall also provide the Director of Human Resources with written notification of any changes to such list within ten (10) days of said change.

11. "Day" shall be defined as calendar day.

E. If a grievance is filed regarding a disciplinary matter, the City shall provide to the Union, in a timely manner, the relevant information that was used as the basis for the discipline or employment decision. Examples of relevant information would include audio recordings of interviews or disciplinary hearings, video recordings, copies of the employment personnel file (with written grievant permission), and any final investigative reports other than those involving possible criminal charges.

The Union or the City may also make a request for the production of additional documents, recordings, and/or other evidence that are related to a grievance. The request shall be in writing. The party to whom the request is made shall determine what information can be made available. Any costs associated with the production of such additional materials shall be the responsibility of the requesting party.

ARTICLE 11 - PERSONNEL REDUCTION

A. The City and the Union agree that a reduction in force of personnel, as it pertains to employees in positions of an indefinite duration which are abolished and which are covered by the provisions of this Contract, shall be as follows:

Competition for retention shall be limited to employees holding positions in those classifications.

1. Competition for retention in employment in classification and position shall be based on seniority of service within that classification and position with the City.

The order of reduction in force within a classification shall be:

- a. Temporary employees
- b. Probationary employees
- c. Regular employees in reverse order of their seniority within a classification.

2. All personnel who are affected by a reduction in force shall have the right to receive a reduction in classification and position to a lower classification/position that they are qualified to fill through previous service in that classification/position.
3. All personnel involved in a reduction in a classification and position shall have the opportunity to return to the position from which the employee was reduced before any other person shall be promoted to that position in that same classification and position.
4. Any employee terminated under the provisions of this Article shall have the opportunity to return to work before any new employee is hired. Previous employees shall be notified via email and telephone and shall respond within fourteen (14) calendar days of notification via email_or in person that they are accepting the offer of re-employment on the date specified in the offer. Employees will remain on the rehire list for thirty-six (36) months from the date of the employees' layoff.

ARTICLE 12 – NOTIFICATION

A. The City and the Union agree that all written correspondence between the City and the Union will be done to and through the Union President and the Fire Chief, with a copy to the City Manager, regarding all matters that concern this contract.

B. Upon written request of the employee to the Fire Chief, the Union shall be furnished with a copy of any Union member's discharge notice, written warning, written reminder, suspension, complaint, personnel evaluation, performance tracking worksheet, incident report, and/or any similar report within five (5) days of request. The Union shall have the opportunity to comment in writing on any of the aforementioned items and have said

comments attached to the report in question, unless the employee involved requests otherwise.

C. The employer shall, as needed, provide the Union the name and classification of each new hire who would be eligible to be a member of the Union. The City shall provide the Union the name and classification of each eligible member of the Union who terminates or is placed on a non-pay status for longer than thirty (30) calendar days within three (3) days of the end of the pay period in which such action takes place.

ARTICLE 13 - SENIORITY LIST

A. The City and the Union agree that a seniority list showing date of hire and date of last promotion shall be established and brought up-to-date by October 1 of each year and posted on the Fire Department bulletin boards. For the purposes of, but not limited to, transfer, examinations, and vacations, if no one protests seniority shown on their behalf within forty-five (45) days of such posting, the seniority list shall stand as conclusive evidence of each person's seniority until the establishment of the new or corrected seniority list.

B. Seniority shall not be broken by annual leave, sick leave, suspension, maternity leave, military leave, or any leave(s) without pay of less than a thirty (30) day duration.

C. Seniority shall be defined as the length of continuous service within the Fire Department.

D. Departmental seniority shall be determined by:

1. Date of employment
2. Hiring order as determined by the Fire Chief
3. Date of original application

4. Time stamp of original application

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

E. In-grade seniority for positions normally filled by promotional examinations shall be determined by:

1. Date of promotion
2. Order of promotion as made by the Fire Chief
3. Departmental seniority

F. Departmental seniority shall prevail when comparing the seniority of employees in unlike classifications.

ARTICLE 14 - ANNUAL LEAVE

PART 1 - ACCRUAL

A. Effective July 2, 2017, Employees shall be eligible to take annual leave after completion of six (6) months of continuous full-time service. Annual leave shall accrue bi-weekly from the date on duty to all employees, except those employed on a temporary basis, in an amount equal to:

56-Hour Personnel

<u>Years of Continuous Service</u>	<u>Accrued Shifts</u>	<u>Bi-weekly Hours</u>
11 years through 15 years	288 Hours	11.08
16 years or more	312 Hours	12

40-Hour Personnel

<u>Years of Continuous Service</u>	<u>Accrued Shifts</u>	<u>Bi-weekly Hours</u>
2 years through 10 years	120 Hours	4.62

11 years through 15 years	190 Hours	7.31
16 years or more	205 Hours	7.88

B. For employees hired prior to July 1, 2013, annual leave may be accumulated to a maximum of two and one-half the current annual earning rate. For employees hired after July 1, 2013 annual leave may be accumulated to a maximum of two times the current annual earning rate. During the calendar year, and annual leave which exceeds the allowed maximum shall be forfeited at the end of the last pay period of the calendar year.

C. Upon approval of the City Manager, employees may be advanced annual leave. Advanced annual leave will not normally exceed one-half of the employee's annual accrual.

D. An employee who has taken advanced annual leave beyond that accrued at the time of termination shall make restitution for such leave either by deduction from any amount owed him or by cash refund.

E. Employees normally assigned to a 56-hour work week who are involuntarily assigned to a 40-hour work week assignment will continue to receive annual leave in accordance with the 56-hour work week provision.

F. Employees who are in non-pay status for any part of the pay period shall have their annual leave accumulation reduced on a prorated basis.

G. Upon termination of employment, each eligible employee shall be compensated at his/her regular hourly rate for all unused vacation hours.

H. Fifty six (56) hour employees may elect to exchange up to ten (10) shifts of annual leave for ten (10) shifts pay, and forty hour (40) employees may elect to exchange up to sixteen (16) shifts of annual leave for sixteen (16) shifts pay, subject to the following conditions:

1. Exchange of annual leave shall only be done at the first payday of each December unless otherwise authorized by the City Manager.
2. Exchange privileges apply only to accrued annual leave.

PART 2 - USE AND SCHEDULING

- A. Applications for annual leave must be approved in advance of taking leave.
- B. Vacation hours will be charged as used, hour for hour. An employee shall be paid at his/her regular hourly rate for each hour of vacation time taken.
- C. For forty (40) hour work-week personnel, holidays, as enumerated in this agreement, occurring within the vacation period will not be counted against vacation hours.
- D. A shift for non-combat personnel shall be defined in Article 24. A shift for combat personnel shall be defined as one (1) 24-hour period.
- E. For scheduled vacations which begin on or after January 1, 1985, employees may select and take their annual leave subject to the following:
 1. A vacation shall consist of two (2) or more separate periods consisting of at least two (2) normal work cycles within the calendar year. A normal work cycle is the employee's normal work week or the two (2) consecutive 24-hour shifts off-duty periods for the fire suppression division.
 2. Vacation schedules will be developed by using five (5) rounds of requests.
 3. Vacation leave seniority standby will be exercised after the five rounds have been completed and posted.
 4. All vacations shall be scheduled to commence on the beginning of a normal work cycle.

5. Employees must submit their vacation requests to their division head or the designated vacation coordinator prior to the 15th of November. Vacation schedules will be compiled and distributed prior to the 15th of December.
6. Approval of selected dates for vacation will be based on the departmental seniority, with the employee with the highest departmental seniority in their respective division or on their respective platoon given preference over those with lower seniority.
7. The number of employees of a particular rank allowed off at any one time may be limited to the number of qualified replacements available for service.
8. Employees that desire to take annual leave in addition to the scheduled vacation should submit a request to their division head at least three (3) working days prior to the requested date. Annual leave requests will be considered for approval by application of the following factors:
 - a. The number of positions available as determined by subtracting the number of positions scheduled for vacation from the positions allowed off for vacation at any one time.
 - b. The date the request was received.
 - c. The number of qualified replacements available for the rank of the requesting employee.
 - d. Departmental seniority as indicated in item 8 above.
9. Employees are responsible for making certain that they will not have an excess of maximum allowable accumulated annual leave at the end of the calendar year. The City shall not be responsible for making up any time

forfeited at the end of the year that is caused by an individual taking insufficient vacation time.

10. Emergency annual leave shall be granted upon the notification to the appropriate immediate supervisor of the need for emergency annual leave. The leave must be approved by the on-duty Battalion Chief or other appropriate personnel in non-suppression divisions, prior to the employee leaving the work location. Employees who need to get approval for Emergency Annual Leave prior to reporting to duty for their scheduled shift shall get said approval from the on-duty Battalion Chief, or other appropriate personnel in non-suppression divisions. Emergency Annual Leave may be granted only if all available annual leave positions have been previously allotted, and the request is as a result of a condition which could not have reasonably been predicted in advance of need and been scheduled in accordance with normal departmental policy, and the immediate personal attention of the employee is absolutely required to protect the health, safety, and/or welfare of the employee or the employee's immediate family.

ARTICLE 15 – HOLIDAYS

A. The City and the Union agree that the holidays shall be:

- | | |
|-------------------------------|------------------------|
| New Year's Day | Nevada Day |
| Martin Luther King's Birthday | Veteran's Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |

Independence Day

Christmas Day

Labor Day

Employee's Birthday

B. Any day that may be declared a holiday by the President of the United States, the Nevada Governor, or the Mayor of the City of Las Vegas.

C. If any of the above holidays fall on Sunday, the following Monday shall be considered as the holiday. If any of the above holidays fall on Saturday, the preceding Friday shall be considered as the holiday.

D. All full-time employees who are in positions that are manned on a 40-hour week, Monday through Friday basis, shall be entitled to time off on such holidays. Employees who work or are called back shall be paid in accordance with the overtime provisions of this contract.

E. All full-time employees in positions which are manned on a 24-hour per day basis who work on a holiday as part of their regular work schedule, or whose regularly scheduled day off falls on a holiday, shall receive compensation in cash for the holiday as follows:

1. Twelve (12) hours if they are on a 40-hour per week work schedule.
2. Sixteen (16) hours if they are on a 56-hour per week work schedule.

F. Employees may have the option to select on a yearly basis in July by written authorization to the Department that they prefer to have their holiday time and/or birthday credited to their annual leave account to be used in accordance with the provisions of Article 14 - Annual Leave.

G. All full-time employees, in order to be entitled to a holiday or holiday pay, shall be on full pay status on their scheduled work day immediately preceding and immediately following such holiday.

H. Employees normally assigned to a 56-hour work week who are involuntarily assigned to a 40-hour work week assignment will continue to receive holiday compensation in accordance with the 56-hour work week provisions.

I. Floating birthday holidays shall be used in lieu of any scheduled and approved annual leave shift by the employee making the appropriate entry on his or her time card. Employees shall be credited with their floating birthday holiday at the beginning of the pay period in which their birthday occurs. The floating birthday holiday must be used within the following 12 months. Employees may also take their Birthday Holiday as cash on an hour for hour basis, during the pay period on which their birthday falls.

ARTICLE 16 - SICK LEAVE

The City and the Union agree that the following sick leave provisions shall apply to the classifications covered under this contract.

A. All full-time regular employees shall accrue eleven and eight hundredths (11.08) hours bi-weekly for 56 hours per week personnel and four (4.0) hours bi-weekly for 40 hours per week personnel.

B. Sick leave may only be used by employees who are:

1. Incapacitated from the performance of their duties, by illness or injury, or
2. Whose attendance is prevented by public health requirements, or
3. Who are required to absent themselves from work for the purpose of keeping an appointment with the doctor (up to a maximum of five (5) calendar days per occurrence),

4. Who are required to absent themselves from work to attend the funeral of a member of their immediate family (up to a maximum of five (5) working days per occurrence),

5. Who are required to absent themselves from work to personally care for a member of their family in medical emergencies as substantiated on the leave slip upon approval of the Fire Chief.

6. No employee shall be entitled to sick leave while absent from duty because of a disability arising from a sickness or injury purposely self-inflicted or caused by willful misconduct.

C. All sick leave shall be approved by the Fire Chief or his/her designated representatives.

Employees who do not become ill on the job shall call in, as required by the work rules, before the beginning of their shift when using sick leave.

D. Any full-time employee who has exhausted his/her accumulated sick leave may be granted leave without pay.

E. Immediate family shall be defined as the employee's spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister.

F. Employees covered by this Agreement shall be subject to the following reporting requirements for payment of sick leave:

1. Sick Leave Request: Employees are required to file and sign a sick leave request as evidence that the reason for the employee's absence was a legitimate use of sick leave as outlined above.

2. Certificate of Recovery and Fitness: A Certificate of Recovery and Fitness shall be submitted by the employee upon return to work from any illness that required the use of sick leave for three (3) or more consecutive scheduled working days if

the employee is requested to do so by the Fire Chief or his/her designee. Such certificate shall be signed by a physician and shall state that the employee is capable of returning to work. The Fire Chief or his designee can require that an employee submit a Certificate of Recovery and Fitness because of extensive use of sick leave. "Extensive" shall mean in excess of six (6) incidents of sick leave usage in a 12-month period.

G. Employees shall report to work if recovery from illness is made during the normal work hours. Employees shall be at their place of residence, a medical facility, or their doctor's office, or shall notify the Fire Chief or designee of their whereabouts when using sick leave. Any gainful employment, pursuit of personal business, recreation, travel for recreation or non-sick leave usage, or other such activity when an employee is on sick leave is considered evidence of abuse of sick leave unless approved in advance in writing by the Fire Chief or designee.

H. Accumulation of unused sick leave.

1. For 56-hour personnel:

The maximum accumulation of sick leave for employees hired before July 1, 2013, shall be 2,304 hours (96 shifts), except for those persons who had accumulated 2,304 or more hours on July 5, 1981, in which event the maximum shall be the total accumulated on July 5, 1981. For 56-hour personnel hired after July 1, 2013 the maximum accumulation of sick leave shall be 1,920 hours (80 shifts).

2. For 40-hour personnel:

The maximum accumulation of sick leave shall be 840 hours, except for those persons who had accumulated 840 or more hours on July 5, 1981, in which event the maximum shall be the total accumulated on July 5, 1981.

3. Those currently exempt from an accumulation maximum under the 1980-81 contract shall remain exempt from a sick leave accumulation maximum.

I. Compensation for Unused Sick leave an employee shall receive payment for unused sick leave which has accrued, after five (5) years continuous full-time service. Payment shall be as follows:

1. For all sick leave hours accrued up to July 1, 1976, payment shall be based on the following formula:

One-half ($\frac{1}{2}$) of the employee's accrued sick leave hours divided by twenty-four (24) or eight (8) in case of 40 hours per week personnel and paid at a daily rate equivalent to one-tenth ($\frac{1}{10}$) of the employee's bi-weekly base salary including longevity. The formula is as follows:

T = Total sick leave hours accumulated

S = Bi-weekly salary

T divided by 2 divided by 24 (or 8) x $\frac{1}{10}$ (S) = Payoff

1. For all hours earned after July 1, 1976, through July 3, 1981, payment shall be computed as follows:

a. One-half ($\frac{1}{2}$) of the employee's accumulated sick leave hours times the employee's hourly rate of pay including longevity up to twenty (20) years of service. EXAMPLE: 288 hours divided by 2 x \$6.97 hr. = \$1,003.68

b. After twenty (20) years employment with the City, upon retirement, death, or as a result of a disability resulting in mandatory separation from City employment, employees will be paid for their accumulated sick leave at their current hourly rate plus longevity up to a maximum of 2,304 hours or individual cap plus any current accumulation.

In the event of death, the sum will be paid to the beneficiaries designated on the "Designation of Personal Representatives" form in the Human Resources Department. Sick leave hours shall be used on a First In - First Out (FIFO) accounting method. This means all hours accumulated prior to July 1, 1976, shall be used first.

3. For hours earned after July 4, 1981, payment shall be computed as follows:

On the first payday of December of each year, the City shall "buy back" one-half of all sick leave hours accrued but not used above the 2,304 hour maximum payoff limit, or above the individual payoff limit, whichever is applicable, during that calendar year by said employees. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "Bank" of the employee, but shall not be eligible for payoff at anytime, including separation. Sick leave "Bank" hours shall be used only upon exhaustion of all other sick leave hours. Employees with more than 2,304 hours of sick leave accrued as of July 5, 1981, shall have their July 1, 1981, accrual as their maximum payoff limit. If an employee's accrual drops below the July 1, 1981, payoff limit, that accrual becomes the employee's new maximum limit. Should the accrual of any such employee be reduced to 2,304 hours or less, the employee shall then be included under the 2,304 hour maximum payoff provision. For accounting purposes, these employees shall have sick leave charged to their account on a Last In, First Out (LIFO) basis as long as their accrual remains above 2,304 hours or the July 5, 1981, balance. Should their accumulation drop to 2,304 or less, their sick leave will then be charged on a First In, First Out (FIFO) basis. Those hours that are

eligible for payoff, upon separation, shall be paid as stipulated in Paragraph (l)2. of this Article. Those employees with twenty (20) years or more service as of July 1, 1980, and all Supervisory Employees as of July 1, 1980, shall be exempt from the accumulation limit provisions of Paragraph H.

- 4. A conversion factor of 1.4 shall be used to transfer sick leave benefits when reassigned from 40 hour work week to a 56 hour work week or vice versa.

EXAMPLE: 40 hour work week transfers to a 56 hour work week:

Conversion factor

$$\text{Balance of 150 hours} \times 1.4 = 210 \text{ hours}$$

56 hour work week transfers to 40 hour work week

Conversion factor

$$\text{Balance of 210 hours divided by } 1.4 = 150 \text{ hours}$$

- 5. If an employee of the bargaining unit uses no more than five (5) shifts of sick leave in a year, he/she shall receive three (3) bonus shifts to be added to his/her annual leave. If an employee of this bargaining unit uses four (4) or fewer shifts of sick leave in a year, he/she shall receive four (4) bonus shifts. The employee shall request in writing his/her option to be paid in cash for one or more shifts and has the option of taking part of his/her bonus shifts in cash and part as regular annual leave shifts. This request shall be submitted by the end of the first pay period in June for payment during the next pay period. This request shall be honored subject to the needs of the City.

ARTICLE 17 – WAGES

A. The City and the Union agree that the wages paid eligible members shall be 17% above the salary grade for Fire Captain as identified in the contract between the City of Las Vegas and the International Association of Firefighters, Local 1285, non-supervisory bargaining unit.

The City agrees to pay eligible members contribution to the Public Employees Retirement System (“PERS”). Any increase to the Public Retirement System contribution rate above the rate of 37% will be shared by the City and the employee, each paying 50% increase as determined by PERS. For all non-early retirement classifications covered by this contract, the PERS contribution increase that was effective in 2011, and any future increases shall be shared equally by the City and employee

B. Employees assigned to a permanent 40-hour position, excluding the paid meal period, shall be paid an incentive payment equal to seven (7%) percent of the top step of the salary grade to which members of this unit are assigned. This seven (7%) percent incentive payment will be divided by 26 and included with the employee’s regular bi-weekly pay.

C. Employees assigned by the Fire Chief and approved by the Deputy City Manager from a 56-hour work week to temporary 40-hour work week assignments of less than one year which would cause that employee a loss of Holiday Compensation may be compensated by the payment of Holiday Compensation at the employee's normal 56-hour base pay plus longevity rate for all holidays occurring during the temporary 40-hour assignment. Employees who are on a voluntary Transitional Work Assignment are excluded.

D. An employee who has been officially designated by the Fire Chief and approved by the Deputy City Manager to assume responsibilities outside of the normal job duties of

the employee's regular classification requiring increased responsibility and/or technical expertise will be compensated ten percent (10%) of their base rate of pay, plus longevity for a maximum of thirteen (13) pay periods in any twenty-six (26) pay periods. Approvals must be granted in advance and must be for specific pay periods. This is not intended to change or negate acting pay for permanently assigned suppression or support personnel acting within those divisions.

E. The City of Las Vegas and the International Association of Firefighters, Local 1285, do hereby agree to a twenty-eight (28) day work period for the computation of Fair Labor Standards Act overtime, to be effective on or before April 15, 1986. As defined within the Fair Labor Standards Act, the hours of overtime computation governed by this agreement shall be those hours in excess of two hundred and twelve (212) hours per twenty-eight (28) day work period.

F. Effective June 23, 2002, the City will contribute, on a monthly basis, the same amount identified in the contract between the City of Las Vegas and the International Association of Firefighters Local 1285, non-supervisory bargaining unit per employee, per month, to the Las Vegas Firefighters Health and Welfare Trust.

G. Effective July 01, 2019 eligible employees will receive a Cost of Living Adjustment (COLA) of Zero percent (0%)

Effective July 01, 2020, eligible employees will receive a Cost of Living Adjustment (COLA) of Zero percent (0%)

On or before July 17, 2020, eligible employees will receive a one-time lump sum Hazard payment equal to 5.5% of their annual salary (base pay and longevity) as of July 01, 2020. This lump sum payment is intended to cover two separate fiscal years and payment or distribution of this lump sum may be divided between two separate pay periods for accounting purposes. The parties mutually understand and agree this one time lump sum payment is not eligible for PERS contribution.

ARTICLE 18 – LONGEVITY

A. Eligible employees shall be paid on the following basis: upon completion of six (6) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent ($\frac{1}{2}$ of 1%) increase of the base salary until a maximum of fifteen percent (15%) has been reached for thirty (30) years of continuous employment with the City of Las Vegas. This longevity plan shall become effective on the hiring anniversary date of covered employees. Overtime or any other incentive payments shall not be considered in the calculation of longevity pay.

B. Employees hired after July 1, 1980, shall have a maximum longevity benefit of ten percent (10%) at twenty (20) years; however, their starting and yearly accumulations shall be the same as those in Paragraph A.

C. Employees hired after January 1, 2003, shall receive longevity pay on the following basis: upon completion of ten (10) consecutive years of employment, covered employees shall receive an additional three percent (3%) of their bi-weekly base salary. For each year of continuous service thereafter, each employee shall receive an additional one-half of one percent ($\frac{1}{2}$ of 1%) increase of the base salary until a maximum of ten percent (10%) has been reached.

D. Employees hired after July 1, 2013 shall not be eligible for the longevity pay which shall continue to be applicable to employees hired before July 1, 2013. Instead, for employees hired after July 1, 2013, Step 1 shall be increased by an additional two and one half percent (2.5%), and, there shall be an additional step added, which will be listed as Step 11, and which shall reflect a three percent (3%) pay increase above Step 10. The

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specified change to Step 1, and the creation of the new Step 11, shall be reflected in the City of Las Vegas Fire Classified Salary Schedule, which is attached hereto and incorporated thereby as Attachment B of this agreement.

ARTICLE 19 - ACTING PAY

A. The City and the Union agree that any employee who has been officially designated by the Fire Chief or his designated representative to assume temporarily the full responsibilities of an established position of a higher grade for four (4) hours for those assigned to a 56-hour work week or four (4) hours for those assigned to a 40-hour work week or more shall be paid five percent (5%) or the minimum of the new classification assumed whichever is greater as acting pay.

ARTICLE 20 - TRAVEL PAY

A. Eligible members shall normally receive travel pay at the rate of twenty-five cents (25¢) per mile for any travel required to be performed in the member's personal vehicle after reporting to duty at an assigned duty location. Those personnel affected by a daily transfer shall receive travel pay at the rate of twenty-five cents (25¢) per mile or five dollars (\$5) per shift, whichever is greater. Travel pay shall be paid on a monthly basis.

B. Travel pay requests shall be submitted to the employee's immediate supervisor for approval and forwarded to the City's Finance and Business Services Department through departmental channels no later than the 10th day of the following month. Travel pay will be reimbursed on the employee's normal payroll check.

**ARTICLE 21- COMPENSATION FOR SERVICE INCURRED ACCIDENT OR
ILLNESS**

A. The City and the Union agree that all eligible members shall be covered by a workmen's compensation program of the City's choice that conforms with the provisions of the Nevada Industrial Insurance Act and the Nevada Occupational Diseases Act, and that provides for payment of accident benefits and compensation for partial and total disability arising from injuries and occupational diseases.

B. Should an employee suffer a service-incurred accident or illness, and the employee's present gross salary, excluding overtime, is not entirely protected under the provisions of the workmen's compensation program, the City will pay to the employee an amount equal to the difference between the compensation received and the employee's then present gross salary, excluding overtime, for a period of one calendar month from the first day of absence due to illness or injury. The City may continue this maintenance of income at full or partial pay for periods of thirty (30) days up to a maximum time limit of sixty (60) months.

C. Before the City grants these benefits, the employee shall comply with the normal and reasonable administrative procedures established by the City. At the time an application for benefits is filed, and as may reasonably be required thereafter, the City may request at its option and expense that the employee be examined by a physician appointed by the City. The examining physician shall provide to the City and the employee a copy of the medical findings and the physician's opinion as to whether or not the employee is able to perform the employee's normal work duties and/or whatever, if any, work duties the employee is able to perform or unable to perform. The City may further require that such injured employee be available for Transitional Work Assignment as soon as possible after release by a qualified physician, which may be either City or employee appointed. In the
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event of a difference of opinion between qualified physicians, the employee shall be entitled to have the issue resolved in accordance with the Civil Service Rules.

ARTICLE 22 - MEDICAL BENEFITS

A. The City and the Union agree that the City will pay part of the cost of the employees' and dependents' hospitalization and health insurance plan as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT.

The City will contribute the same amount contributed by the City to employees covered under the non-supervisory contract between the City and Local 1285.

B. All communications concerning health and welfare plans and coverage by the Firefighters to the City shall be directed to the Director of Human Resources Department. Any request for increased insurance premiums shall be accompanied by a financial statement showing the various benefit costs, employee vs. dependent, on a total and on a line item basis. The Union agrees that it will provide the City, upon request, within forty-eight (48) hours, copies of all written correspondence between the Trustees, the Trust Administrator, and the Union.

C. The City agrees to deduct from the paycheck of each employee in the bargaining unit and the Union who has signed an authorized payroll deduction card such amount as the employee may designate as dependent insurance coverage and/or amount designated as insurance coverage in excess of that provided in the first paragraph of this Article. All such insurance funds shall be remitted by the City to the LAS VEGAS FIREFIGHTER HEALTH AND WELFARE TRUST AGREEMENT within one (1) month after deduction.

D. The Union agrees to indemnify, and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action

taken or not taken by the City with respect to authorized deductions for coverage in excess of that provided in the first paragraph of this Article.

**ARTICLE 23 - UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY
EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF**

A. The City and the Union agree that:

1. The City shall provide an annual uniform allowance of one thousand five hundred dollars (\$1,500) to all personnel covered by this Agreement, to buy and maintain work and dress uniforms as prescribed by the Fire Chief. Such allowance shall be paid in quarterly increments beginning with the first payday in July 2019, by a check separate from the normal payroll check. New hires covered by the Agreement shall be paid on a monthly-prorated basis after (6) months employment minus the cost of the Class B uniform initially issued.
2. The City shall provide the initial issue of cap and badge. Replacement of these items will be the responsibility of the individual.
3. The City shall provide all combat and safety equipment as it deems necessary.
4. Uniforms and combat safety equipment shall only be worn or used on official Fire Department business or as authorized by the Fire Chief and specified in the Department Rules and Regulations.

ARTICLE 24 - WORK DAY, WORK WEEK

A. The City and the Union agree that the workday, work week, including paid meal period(s) for 56-hour personnel and excluding the meal period for 40-hour personnel, shall be as follows:

Normal Classification	Normal Work Day	Normal Work Week	Bi-Weekly Hours
Fire Battalion Chief assigned to Support Services	8 hours**	40 hours	80
Battalion Chief assigned to Hazardous Materials	8 hours**	40 hours	80
Battalion Chief assigned to EMS	8 hours**	40 hours	80
Fire Battalion Chief	24 hours	56 hours*	112
(Currently 48 on/96 off)			
Supervisor of Fire Investigation	8 hours**	40 hours	80
Fire Communication Supervisor	8 hours**	40 hours	80
Battalion Chief assigned to Drillmaster	8 hours**	40 hours	80
Battalion Chief assigned to Fire Training	8 hours**	40 hours	80
Deputy Fire Marshal	10 hours or 8 hours	40 hours	80

*Averaged annually

**May be averaged weekly to accommodate any alternate work schedule approved by the Fire Chief.

B. All personnel required to work longer than their normal bi-weekly hours shall be paid overtime on a time and one-half (1½) hourly rated basis, based on their bi-weekly rate of pay including longevity.

C. When the Fire Chief, or his/her designated representative, believe that it is necessary to call out one or more members of the department, eligible members called shall be paid overtime on a time and one-half (1½) rated basis. Said employee shall be paid for a

minimum of four (4) hours, regardless of having worked less than four (4) hours. However, in the event the period of call-out extends into the employee's normal working shift, such employee shall be paid for the time actually worked in addition to his normal working shift. If the period of call-out exceeds four (4) hours, the employee shall be paid for the amount of time actually worked.

D. An employee who works less than four (4) hours on the initial four-hour period and is then called out a second time during the initial four-hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed four (4) hours, in which case he shall be paid for the aggregate time so worked. In the event an employee is called out for a second time after the expiration of four (4) hours from the first call-out, the employee shall be paid for a minimum of four (4) hours for each call-out, except as provided in the previous paragraph.

E. A shift shall be defined as the employee's normal workday.

F. The department may temporarily assign 56-hour personnel to a 40-hour work week for the purpose of completing department required training. Employees temporarily assigned to a 40-hour work week will continue to receive annual leave, sick leave, and holiday pay, in accordance with the 56-hour work week provision. This temporary 40-hour assignment shall be limited to 21 consecutive calendar days in a 12-month period.

G. Whenever it is necessary to staff the Suppression Battalion Chief position using overtime, offers will be made in the following order:

1. 56 hour Battalion Chiefs
2. Actors from the Battalion Chief eligible list

ARTICLE 25 - LEAVE WITHOUT PAY AND SPECIAL LEAVE

A. Maternity/Paternity/Adoption Leave

Employees shall be entitled to leave without pay for up to a maximum of six (6) months for purposes of childbearing and/or for caring for newly born or newly adopted children. Additional maternity/paternity or adoption leave or use of maternity/paternity or adoption leave not expressly set forth herein may be awarded only upon written authorization of the City Manager. Employees may use accrued sick leave for maternity/paternity or adoption purposes, provided such sick leave meets all the requirements set forth in this contract.

B. Military Leave

Whenever a Full-time employee enters the Armed Forces of the United States, the following shall apply:

The employee shall be granted military leave without pay for the duration of the employee's active service.

Any employees so granted military leave, who are later discharged as a result of disability from the Armed Forces shall be restored to their former classification or to a like classification. To qualify for such restoration, the employees must make application for reinstatement within ninety (90) calendar days of discharge. Such restoration is further dependent upon the City's circumstances having not changed in such a manner as to make such reinstatement impossible or unreasonable, and upon determination by the City Manager that the employee is able to perform the duties and responsibilities of the position.

Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.

Persons who are employed to fill positions vacated as a result of the employee being placed on military leave shall be so notified at the time of their appointment. Such appointments may be made on a temporary basis if the employee is on military leave for a period of less than one year. Any persons employed on a non-temporary basis in positions vacated as a result of military leave may be subject to reassignment, transfer, reduction in grade, or termination upon reinstatement of the returning employee. Any such reassignment, transfer, reduction in grade, or termination shall be done in accordance with reduction in force procedures specified in this agreement.

Any employee holding reserve status in any of the regular branches of the Armed Forces of the United States or the Nevada National Guard who is obligated or ordered to serve on training duty and whose normally scheduled workdays do not include a weekend day shall be granted military leave for a period not to exceed fifteen (15) work days in any one calendar year. Any employee meeting the criteria above whose normally scheduled workdays includes a weekend days, shall be granted military leave for a period not to exceed thirty-nine (39) calendar days in any one calendar year. Compensation during such leave shall be the normal gross salary that the employee receives from the City, excluding overtime. The employee shall be entitled to retain any Armed Services pay earned during the training duty. Employees are required to furnish copies of all orders directing training, along with their request for time off. Employees who are excused from work are required to report back to their Fire Department duty station upon completion of the Military Training Session.

When an employee is ordered to report for a pre-induction physical, time spent up to three (3) days shall be considered an emergency military leave and shall be granted with pay upon presentation of such orders to the employee's immediate supervisor.

C. Court Witness or Jury Duty Leave

Employees called to serve on jury duty or subpoenaed to appear as a witness in a court proceeding shall receive their regular City pay, less any jury or witness pay. Those persons who are called as witnesses, or who are called but not selected to serve on a jury, or who complete the day's jury duty prior to the end of their normal shift shall report back to work when excused by the court or tribunal. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in Civil proceedings unrelated to City business.

D. Leave Without Pay

Leave without pay may be granted to employees for purposes normally covered by sick or annual leave when such leave has been exhausted, or for other justifiable reasons, including education at an accredited college, university or specialized vocational or trade school.

Except for military leave and leave without pay resulting from job-related illness or injury, periods of leave without pay in excess of thirty (30) days shall not be credited for purposes of completion of probation, merit increases, seniority, or longevity. The employee's service date shall be adjusted to reflect the actual time the employee was actively working for the City of Las Vegas.

Continuous leave without pay for periods in excess of thirty (30) days must be approved by the Fire Chief and the City Manager.

Continuous leave without pay for periods in excess of thirty (30) days which are necessitated by job-related illness or injury shall be credited for purposes of annual or sick leave, seniority, and longevity if applicable, and may be credited for purposes of

completion of probation and/or salary increases upon recommendation of the Fire Chief and approval of the Director of Human Resources Department and the City Manager.

E. Application and Examination Leave

An employee may be permitted reasonable time off with pay during his/her shift to make an application and/or take an examination for promotional or transfer opportunities within the City, when it is not possible or practical to do so during non-working time. All such absences shall be scheduled with the employee's supervisor.

F. Blood Donor Leave

Employees may be granted reasonable time off during their work shift for the purpose of donating blood when participating in a City authorized and/or sponsored blood donation drive or special need. All such absences shall be scheduled with the employee's supervisor. In no event shall an employee be eligible for overtime as a result of donating blood.

G. Catastrophic Leave

1. When an employee suffers a catastrophic illness or injury, and they have exhausted all accrued sick leave as a result the employee may file a request for donations of Birthday Holiday and/or annual leave with the Union.

2. The request must be accompanied by:

- a. A medical statement from the attending physician, explaining the nature of the illness/injury, and an estimated amount of time the employee will be unable to work.

- b. Evidence of approval of leave from the Fire Chief or his designee.

3. A committee appointed by the President of the Union will review the request to verify the employee's eligibility to receive leave donations.

4. The Union will conduct the solicitation of donations and will be limited to an information-only solicitation. Solicitations will be conducted for a three-week (3) period of time and all donations will be submitted to the Union on a form provided by the Union.

5. The minimum donation is twelve (12) hours per donation request. The donating employee must have a balance of at least forty (40) hours after the donation. Donations can be made from the donor's annual leave, sick leave, or Birthday Holiday. Sick leave donations will only be allowed from the employee's compensable hours. Compensable hours would be those that the employee would receive cash payment for upon separation from City employment. Employees with less than five (5) years of service are not eligible to donate sick leave. Employees with more than five (5) years of service but less than twenty (20) years of service will have fifty percent (50%) of their non-surplus sick leave donation credited to catastrophic leave and the remaining fifty percent (50%) will be credited to the employee's surplus bank hours. Employees with more than twenty (20) years of service will have 100% of their non-surplus sick leave donation credited to catastrophic leave. Employees with a sick leave balance above their cap may donate accrued, sellable hours as defined in Article 16 – Sick Leave.

6. The Union will forward donations to the treasurer's office, where the donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to sick leave at the hourly rate of the recipient. If any donated sick leave hours remain at the end of the catastrophic leave, they will remain as the recipient's.

7. Eligible employees:

a. The Catastrophic Leave Program is available to all employees covered in this Agreement.

b. Employees must be off probation and/or at least be employed by the Fire Department for six (6) months prior to becoming eligible for the Catastrophic Leave Program.

c. Employees must meet the following definition of catastrophic illness/injury: "Catastrophic illness/injury is an illness or accident that keeps an employee from performing the duties of his/her job, (i.e., hospitalized or homebound). The illness or accident cannot be a result of an illegal act, nor can it be intentionally self-inflicted."

8. That the parties agree that should any problem or abusive practice arise in the administration of this Paragraph, then the parties agree to meet to facilitate the administration of the program or to eliminate any abusive practices.

ARTICLE 26 - POLYGRAPH EXAMINATIONS

A. No member shall be compelled to submit to a polygraph examination against his will.

B. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination.

C. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Las Vegas does not compel fire safety personnel to submit to polygraph examinations."

ARTICLE 27 - SAFETY AND HEALTH ADVISORY COMMITTEE

- A. The City agrees to establish and maintain a Departmental Safety and Health Advisory Committee, comprised of not more than three (3) representatives by the City and the Union each. The City shall submit to the Union and the Union to the City the names of their respective representatives within thirty (30) days of the implementation of this contract.
- B. The Committee will meet a minimum of once every thirty (30) days for the purpose of inspecting, investigating, and reviewing health and safety conditions concerning bargaining unit employees.
- C. The Committee or any of its representatives shall submit to the Fire Chief and the Union President, reports concerning safety and health conditions of the bargaining unit employees.
- D. The Fire Chief shall correct any life or health hazard.

ARTICLE 28 - EMERGENCY MEDICAL INCENTIVE PAY

- A. The City and the Union agree that members of this Bargaining Unit must obtain and maintain valid certification from the accredited authority for the state of Nevada Emergency Medical Technician (EMT) certification. Effective October 4, 2002, the salary schedule for the non-Supervisory Bargaining Unit was increased by five (5%) percent to compensate for this certification. Current employees who are not EMT certified within one year of the signing of this contract will have their compensation reduced by five percent (5%).

ARTICLE 29 - METHOD OF EMPLOYEE CLASSIFICATION

A. The method used for determination of bargaining unit for classified employees employed by the City of Las Vegas Fire department shall be the method described in NRS 288.170.

B. The Human Resources Department will notify the President of IAFF Local 1285 when a new classification is developed by the City and within the Las Vegas Fire Department. After bargaining unit determination is final and the bargaining unit is within the Supervisory or Non-Supervisory bargaining unit represented by IAFF Local 1285, such negotiations as required by NRS 288 shall commence between the City and the Union. Bargaining unit determination and negotiations shall be finalized prior to the City submitting the new classification to the Civil Service Board for approval.

ARTICLE 30 - SAVINGS CLAUSE

A. It is not the intent of either party hereto to violate any laws, rulings, or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement.

B. Should any provision of this Agreement be found to be in contravention of any Federal or State law or by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended.

C. Should any party fail to give notice to the other party that it desires to commence negotiations with regard to the provision that was held or determined to be illegal or void within twenty (20) days of said party having knowledge that a provision was held or

determined to be illegal or void, the party shall lose the right to commence negotiations concerning the substance thereof.

D. This Agreement is the entire Agreement of the parties, terminating all prior Agreements.

ARTICLE 32 - DURATION OF AGREEMENT

A. This Agreement shall become effective **June 30, 2019**, at 0001 hours and, subject only to any reopener specifically provided for in this agreement, shall run in full force and effect until **June 30, 2021** at 2400 hours.

B. This Agreement shall be renewed in accordance with the time limits and procedures established in NRS 288.

C. Amendment of any Article may be mutually agreed upon and shall become effective on the agreed upon date.

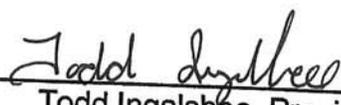
D. NRS 288 procedures for impasse shall apply.

June 17, 2020
DATE

CITY OF LAS VEGAS

INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS, LOCAL 1285
Supervisory Unit

BY: 
Scott A. Adams, City Manager

BY: 
Todd Ingalsbee, President

Attest: 
CITY CLERK By: LuAnn/Holmes

Approved as to Form: 
By: Morgan Davis, Assistant City Attorney