

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LAS VEGAS

&

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS

Non-Supervisory

July 01, 2022 to June 30, 2024



## Table of Contents

PREAMBLE	PAGE 5
ARTICLE 1 - RECOGNITION	5
ARTICLE 2 - NON-DISCRIMINATION	6
ARTICLE 3 – EMPLOYEE RIGHTS	6
ARTICLE 4 – CITY MANAGEMENT RIGHTS	6
ARTICLE 5 – UNION BUSINESS LEAVE	7
ARTICLE 6 – DUES AND OTHER PAYROLL DEDUCTIONS	8
ARTICLE 7 – NO STRIKES	9
ARTICLE 8 – BULLETIN BOARDS	9
ARTICLE 9 – RULES AND REGULATIONS	9
ARTICLE 10 – GRIEVANCE PROCEDURE	11
ARTICLE 11 – PERSONNEL REDUCTION	14
ARTICLE 12 – NOTIFICATION	15
ARTICLE 13 – SENIORITY LIST	15
ARTICLE 14 – ANNUAL LEAVE	16
ARTICLE 15 – HOLIDAYS	19
ARTICLE 16 – SICK LEAVE	20
ARTICLE 17 – WAGES	23
ARTICLE 18 – LONGEVITY	25
ARTICLE 19 – ACTING PAY	25
ARTICLE 20 – TRAVEL PAY	26
ARTICLE 21 – COMPENSATION FOR SERVICE INCURRED ACCIDENT OR ILLNESS	26
ARTICLE 22 – MEDICAL BENEFITS	27
ARTICLE 23 – UNIFORMS, UNIFORM MAINTENANCE, COMBAT AND SAFETY EQUIPMENT, TOOL ALLOWANCE, AND THE MAINTENANCE THEREOF	28
ARTICLE 24 – WORK DAY, WORK WEEK	29
ARTICLE 25 – LEAVE WITHOUT PAY AND SPECIAL LEAVE	31
ARTICLE 26 – POLYGRAPH EXAMINATIONS	34
ARTICLE 27 – SAFETY AND HEALTH ADVISORY COMMITTEE	34
ARTICLE 28 – EMERGENCY MEDICAL SERVICE COMPENSATION	35
ARTICLE 29 – HAZARDOUS MATERIALS TECHNICIAN, TECHNICAL RESCUE TEAM INCENTIVE PAY	35
ARTICLE 30 – METHOD OF EMPLOYEE CLASSIFICATION	36
ARTICLE 31 – SAVINGS CLAUSE	36
ARTICLE 32 – STAFFING	36
ARTICLE 33 – ON CALL PAY	37
ARTICLE 34 – PHYSICAL EXAMINATIONS	37
ARTICLE 35 – IAFF FINANCIAL CORPORATION 457 PLAN	37
ARTICLE 36 – PROMOTIONS / SELECTION PROCEDURES	38
ARTICLE 37 – DURATION OF AGREEMENT	39

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

A. 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 Nevada Revised Statutes (NRS), Chapter 288.

B. Persons in the following classifications are included within the Non-Supervisory bargaining unit.

- Assistant Fire Protection Engineer
- Communications Quality Improvement Coordinator
- Communications Specialist Supervisor
- EMS Educator
- EMS Field Coordinator
- EMS Quality Improvement Coordinator
- Fire Captain
- Fire Communications Nurse
- Fire Communications Specialist
- Fire Communications Supervisor
- Fire Communications Technician I/II
- Fire Communications Training & Development Coordinator
- Fire Engineer
- Fire Equipment Mechanic Foreman

Fire Equipment Mechanic I/II/III  
Fire Equipment Service Technician  
Fire Fleet Supervisor  
Fire Investigations Captain  
Fire Investigator/Fire Investigations Lieutenant  
Fire Prevention Inspector Supervisor  
Fire Prevention Inspector I/II  
Fire Training Officer  
Fire Training Specialist  
Firefighter  
Firefighter/Paramedic  
Firefighter/Rescueman\*  
Firefighter Trainee  
Hydrant Technician

## **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 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. Effective July 14, 2009, the Union shall be authorized one hundred twenty (120), twenty-four (24) hour shifts of administrative leave annually. If utilizing shifts less than a 24 hour shift, those shifts will be counted hour for hour to fill a 24 hour shift. (Example: 3 eight hour shifts = one 24 hour shift). If the Union has not totally expended these 120 shifts of leave, they will be rolled over July 1 of every successive year. These rollover hours will not exceed a 240 shift maximum accrual. This paid administrative leave may be used by eligible members for official union business as defined by IAFF Local 1285. Any employee approved for the use of administrative leave by the Union must follow all Las Vegas Fire and Rescue Rules, Regulations and Standard Operating Procedures for requesting approval for leave from duty. Those employees and department supervisors will also be responsible for properly executing all payroll and time and attendance records related to the use of administrative leave.

B. In addition, 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 Agreement, when such meetings take place at a time during which such members are scheduled to be on duty.

C. 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.

D. 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.

E. 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 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 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 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 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 Agreement, shall be as follows:

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

2. 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
3. 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.
4. 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.
5. 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 the following factors:

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:

<b>56-Hour Personnel</b>		
Years of Continuous Service	Accrued Shifts	Bi-weekly Hours
First Year	120 hours (Credited after probationary period)	4.62
1 year but less than 10 years	192 hours	7.38
5 years through 10 years	264 hours	10.15
11 years through 15 years	288 hours	11.08
16 years or more	312 hours	12

  

<b>42-Hour Personnel</b>		
Years of Continuous Service	Accrued Shifts*	Bi-weekly Hours

First Year	84 hours	3.23
1 year but less than 10 years	138 hours	5.31
5 years through 10 years	180 hours	6.92
11 years through 15 years	198 hours	7.62
16 years or more	222 hours	8.54
*Using 12 hours as average shift for 10/14 personnel.		

<b>40-Hour Personnel</b>		
Years of Continuous Service	Accrued Shifts	Bi-weekly Hours
First Year	80 hours	3.08
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. Employees with more than one (1) year's service who separate from the City's employment are entitled to payment for unused annual leave not previously forfeited.

C. 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. On the last pay period each calendar year, any annual leave exceeding the maximum shall be forfeited.

D. 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.

E. 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.

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

G. 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.

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

I. Employees may elect to exchange up to ten (10) shifts of annual leave for ten (10) 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. To be eligible to exchange annual leave for pay the employee must have been in the classified service for a minimum of 18 months.

3. 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 workweek 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. Employees in the suppression division assigned a 24-hour shift may select and take their annual leave subject to the following:

1. A vacation shall consist of two (2) or more separate cycles. Each cycle of the vacation may consist of one (1) or two (2) normal work cycles. A normal work cycle is the employee's normal workweek or the two (2) consecutive 24 - hour shifts for the fire suppression division. If two (2) normal work cycles are selected for a portion of the split vacation, they may be taken consecutively and/or non-consecutively. An example of consecutively would be cycles 21 and 22. An example of non-consecutively would be cycles 14 and 34.
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. For the Fire Suppression Division, twelve percent (12%) of the employees per shift in the suppression division will be allowed off duty for vacation. The twelve percent (12%) of the employees per shift in the suppression division allowed off duty for vacation shall be in the ranks of Captain, Engineer, Firefighter/Paramedic, and Firefighter with no more than one half of the total vacation slots coming from any one rank.

This percentage will be calculated on October 15th of every year and the number allowed off duty will remain as calculated until recalculated the following year. The percentage of employees will be calculated using "true rounding" (less than one half (.49) will be rounded down to the next whole number, one half (.5) and higher will be rounded up to the next whole number. The Fire Chief, or his/her designee, may allow more than the designated



- number of suppression division employees off duty, for vacation, when staffing levels permit.
8. 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.
  9. 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.
  10. 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.
  11. 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 considered to 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
Juneteenth (beginning 2022)	
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 Agreement.

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.
3. Twelve (12) hours if they are on a 42-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 workday immediately preceding and immediately following such holiday.

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

I. Birthday Holidays shall be scheduled at the same time as Annual Leave, on the Employee's Birthday, if possible. For 56-hour employees, only two employees per shift shall be allowed off on a Birthday Holiday. If three or more 56-hour employees have a birthday on the same day, the employee with the most department seniority shall be allowed the first opportunity to have the birthday off. For 40 and 42-hour employees, only one employee per shift, per division, shall be allowed off on a Birthday Holiday. If two or more 40 or 42-hour employees have a birthday on the same day, the employee with the most department seniority shall be allowed the first opportunity to have their Birthday Holiday off. Employees who are unable to have their Birthday off, or who wish to schedule their Birthday Holiday on a day other than their Birthday, shall schedule the use of their Birthday Holiday in accordance with the Annual Leave scheduling procedures. 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**

A. All full-time regular employees shall accrue eleven and eight hundredths (11.08) hours bi-weekly for 56 hours per week personnel and five and fifty-two hundredths (5.52) hours

bi-weekly for 42 hours per week personnel and three and sixty-nine hundredths (3.69) 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], or
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], or
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/her 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:

For 56-hour personnel hired before July 1, 2013, the maximum accumulation of sick leave shall be 2,304 hours (96 shifts). For 56-hour personnel hired after July 1, 2013 the maximum accumulation of sick leave shall be 1,920 hours (80 shifts).

##### 2. For 42-hour personnel:

The maximum accumulation of sick leave shall be 1,727 hours (144 shifts).

##### 3. For 40-hour personnel:

The maximum accumulation of sick leave shall be 840 hours.

#### I. Compensation for Unused Sick Leave

1. Employees shall receive payment for one-half the amount of unused sick leave hours accrued up to their respective sick leave accrual cap upon separation from City employment, after five (5) years of continuous full time service. Payment shall be at their current base salary plus longevity, if applicable.

2. Employees with twenty (20) years or more of continuous full time service with the City, upon separation, shall receive payment for 100% of their accumulated sick leave hours up to their respective sick leave accrual cap. Payment shall be at their current base salary plus longevity, if applicable.

a. 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.

b. 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.

1. On the first payday of December each year and upon separation from City employment, the City shall "buy back" one-half of all sick leave hours accrued but not used above the employees respective sick leave accrual during that calendar year by said employee. The one-half sick leave accrual for any calendar year that was not bought back by the City shall become a sick leave "Bank" for the employee, but shall not be eligible for pay-off at anytime including separation. Sick leave Bank hours shall be used only upon exhaustion of all other sick leave hours.

2. A conversion factor of 1.4 shall be used to transfer sick leave benefits when reassigned from a 40 hour week to a 56 hour work week 24-hour shift or vice versa. A conversion factor of 1.334 shall be used to transfer sick

leave benefits when reassigned from a 56 hour week work to a 42 hour work week or vice versa.

A conversion factor of 1.056 shall be used to transfer sick leave benefits when reassigned from a 40 hour work week to a 42 hour work week or vice versa.

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

Conversion factor

Balance of 150 hours x 1.4 = 210 hours

40 hour work week transfers to 56 hour work week:

Conversion factor

Balance of 210 hours divided by 1.4 = 150 hours

1. If an employee of the bargaining unit uses four (4) or less shifts of sick leave in a year, he/she shall receive four (4) bonus shifts to be added to his/her annual leave. 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 the next pay period. FMLA Sick leave shall be calculated against the four shifts of sick leave as described above.

## **ARTICLE 17 – WAGES**

A. The City and the Union agree that the wages paid eligible members shall be as shown in the City of Las Vegas Fire Classified Salary Schedule which is attached hereto and incorporated thereby as Attachment C of this agreement.

- Effective July 01, 2022, the salary schedules for eligible employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2021. The CPI is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/CUURN400SA0>). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 2.00%. As such, the July 01, 2022 salary schedule adjustment will be 5.00%.
- Effective July 01, 2022 the salary schedules for those hired after July 1, 2013 (referred to as Tier 2) will be adjusted: Step 1 will be eliminated and Step 2 will become the new Step 1. Employees salaries will remain as is; except for those who were on the old Step 1 will be moved to the new Step 1.
- Effective July 01, 2023, the salary schedules for eligible employees will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2022. The CPI is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/CUURN400SA0>). The adjusted percentage increase in salary schedules shall be a minimum of 2.0% and a maximum of 3.0%, plus an additional 1.50%. Based on year to date CPI (January

through May 2022), the parties believe that the annual CPI as of December 2022 will likely exceed 3.0%. In order to reach finality and to avoid uncertainty, the parties agree that the July 1, 2023 salary schedule adjustment will be 4.5%.

- Effective July 01, 2023, an additional top step will be added to all salary schedules covered by this Agreement. This new top step will be 1.0% above the top step that is in place after the July 1, 2023 salary schedule adjustment.

Any increase to the Public Employees Retirement System ("PERS") contribution rate will be shared by the City and the employee, each paying 50% of the increase as determined by PERS.

B. 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.

C. 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.

D. The City of Las Vegas and the International Association of Fire Fighters, Local 1285, do hereby agree to the following 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 one hundred and eighty-two (182) hours per twenty-four (24) day work period for Fire Combat members and one hundred seventy-one (171) hours per twenty-eight (28) day work period for Fire Investigative members.

#### E. Shift Differential

Shift differential is defined as the premium authorized to be paid to an employee assigned to the Communication Section above his/her regular straight-time hourly rate of pay for working a regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 a.m., or ends no later than 7:00 p.m. Only regularly scheduled shifts that begin or end outside the 5:00 a.m. to 7:00 p.m. time period shall be eligible for shift differential pay. The amount of shift differential shall be computed as four percent (4%) of base salary for the shift worked. Shift differential shall be paid for hours on paid leaves.

If an employee scheduled to work a regularly scheduled day shift works two complete shifts in a row (day and swing shifts), he/she shall receive shift differential and overtime pay for the second shift.

If an employee scheduled to work a regularly scheduled day shift works overtime past 7:00 p.m. into a regularly scheduled swing shift but does not complete a second shift, he/she shall not receive shift differential pay, but shall receive overtime pay for all overtime hours worked.

If an employee scheduled to work a regularly scheduled swing shift works overtime into the next shift, he/she shall receive shift differential pay and overtime pay for the overtime hours worked.

F. An employee certified as an EMT and assigned to and operating a paramedic rescue or ILS squad shall be paid five percent (5%) above said employee's base wage for hours actually worked.

#### **ARTICLE 18 – LONGEVITY PAY**

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, employees hired after July 01, 2013 shall be hired into "Tier 2 Salary Schedules," which is attached hereto and incorporated thereby as Attachment B of this agreement.

#### **ARTICLE 19 - ACTING PAY**

A. An employee who has been officially designated by the Fire Chief, or his/her 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 the current Standard Mileage Rate for business miles, as set by the Internal Revenue Service 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 the current Standard Mileage Rate for business miles, as set by the Internal Revenue Service per mile or eight dollars (\$8) 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 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 Workers 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 Workers 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 two (2) calendar months 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 light duty work as soon as possible after release by a qualified physician, which may be either City or employee appointed. In the 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.

D. The City and the Union recognize that employees may participate in USAR training and deployment under federal activation as members of the Clark County FEMA USAR Team. Employees participating as Clark County FEMA USAR Team members whether training or formally deployed under federal activation are entitled to all healthcare benefits provided under the collective bargaining agreement between the City and the Union.

Any employee who becomes sick or injured while participating in training or formal deployment, as a FEMA USAR member must timely submit all required documentation to process federal and state workers compensation claims. Nonetheless, employees either sick or injured while participating in training or a formal federal deployment as a FEMA USAR member shall be entitled to make a claim for all of the state workers compensation benefits they would otherwise be entitled to while performing their job duties as a City employee. However, employees are only allowed recovery for a workers compensation claim under either the State of Nevada or the federal workers compensation system.

## **ARTICLE 22 - MEDICAL BENEFITS**

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 based upon the following as set forth in the LAS VEGAS FIREFIGHTERS HEALTH AND WELFARE TRUST AGREEMENT (the Trust). The aforementioned cost that the City will pay shall not be in excess of either the actual cost of the Trust's insurance coverage or the amount set forth below, whichever is less per covered employee.

Effective June 30, 2019 the City will pay per employee who is a member of the bargaining unit: five hundred dollars (\$500.00) per pay period.

The Association established an Employee Benefit Trust fund for the purpose of funding health insurance premiums for retirees. The Trust was established in accordance with federal and state laws applicable to employee benefit trust funds (26 USC 501(c)(9)). The City and the Board of Trustees acknowledge and agree that the funds currently held in the Retiree Supplemental Account of the existing Health and Welfare Trust fund will be transferred to the Employee Benefit Trust and managed separately from the existing Health and Welfare Trust fund. Effective September 1, 2016, the \$45 per pay period contribution that was previously made to the Trust by the City for retiree medical benefits will no longer be made, but rather, will be reflected as an additional 0.65% base wage increase beginning on September 1, 2016. It is believed that this change will result in a reduced cost to the City of Las Vegas and a portion of this reduction in cost represents a concession made by the UNION, the value of which also offsets the full amount / value of union business leave as delineated in the revised Article 5 of this new collective bargaining agreement.

All issues regarding the operation of the Employee Benefit Trust are exclusive of this collective bargaining agreement. Eligibility, benefits, the type and amount of reimbursable premiums or expenses and all other matters regarding the operation, administration and

benefit plan of the Employee Benefit Trust shall be made by the Trustees of the Employee Benefit Trust. The employee's contribution to the Employee Benefit Trust shall be mandatory and will be made by automatically deducting the specified amount from the paycheck of eligible employees prior to any taxes being withheld. The amount of the payroll deduction shall be determined by the Trust. The City and Local 1285 bargaining units agree that the Board of Trustees of the Employee Benefit Trust is authorized, on an annual basis, to determine the amount to be so deducted and remitted to the Employee Benefit Trust, based on the financial needs of the Employee Benefit Trust. The Board of Trustees will communicate to the City any changes or adjustments in the amount to be so deducted, and the City will remit the specified amount to the Employee Benefit Trust. In addition to the mandatory deduction for the Employee Benefit Trust stipulated above, 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. 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 or contributions shall be accompanied by a financial information or 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.

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**

1. The City shall provide an annual uniform allowance of one thousand eight hundred (\$1,800.00) 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. New hires covered by the Agreement shall be paid on a monthly-prorated basis after six (6) months employment minus the cost of the Class B uniforms 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. Newly hired personnel will be provided three (3) sets of their own Class B uniform and after they have completed their probation, they will be expected to secure a Class A uniform at their expense.
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.

5. Tool allowance will be provided to the following classifications at the annual rate of \$360.00.

Fire Equipment Mechanic I  
Fire Equipment Mechanic II  
Fire Equipment Mechanic III  
Fire Equipment Mechanic Foreman  
Fire Communications Technician I/II  
Fire Equipment Service Technician

These amounts will be increased by 25% during the first year of employment. Tool allowance will be paid in quarterly increments. No separate safety shoe allowance will be paid

#### **ARTICLE 24 - WORK DAY, WORK WEEK**

A. The City and the Union agree that the workday, workweek, including paid meal period(s), for eligible members of the bargaining unit, shall be as follows:

Division	Normal Work Day	Normal Work Week	Normal Bi-Weekly Hours
Fire Combat	24 Hours	56 Hours*	112*
Fire Investigation	10/14 Hours	42 Hours*	84*
Fire Prevention	10 Hours**	40 Hours	80
Alarm	10 Hours**	40 Hours	80
Mechanical	8 Hours***	40 Hours	80
Training	10 Hours***	40 Hours	80
Hydrant	8 Hours***	40 Hours	80

\*Averaged annually.

\*\* 10-hour shifts may be subject to change based on changes in funding, staffing, or other operational requirements that would negatively impact efficiency. All such changes would be subject to 90 days notification to Local 1285 and the individual employees affected. The City also agrees to meet with Local 1285 to discuss the basis for any such changes.

\*\*\* 10-hour shifts may be implemented for specific Divisions based on staffing availability and an expectation of positive outcomes.

Upon mutual agreement between the Employee, the City and the Union, employees who are assigned from a 56-hour work week to a temporary 40 hour work week may work either a 5 eight hour shift schedule or a 4 ten hour shift schedule. Employees will continue to receive all benefits in accordance with the 56-hour workweek provision. Employees who are on light duty are excluded.

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, if applicable. When a member uses a non-worked sick shift or is on disciplinary leave, the member will not be eligible for regular overtime for a period of 192 hours following the end of their sick shift or disciplinary leave. This does not include those instances where the department requires mandatory overtime. If a member was previously scheduled for regular overtime for the 192-hour period following a member calling in sick the overtime will be removed and no penalty will apply.

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 their 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. When a member uses a non-worked sick shift or is on disciplinary leave, the member will not be eligible for call back overtime for a period of 192 hours following the end of their sick shift or is on disciplinary leave. This does not include those instances where the department requires mandatory overtime.

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 callout, except as provided in the previous paragraph.

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

F. Upon mutual agreement of the City and the employee involved, an employee on a 10-hour shift may be assigned to work an 8-hour shift.

G. Notwithstanding the provisions of section A, all members of the bargaining unit are subject to temporary re-assignment or change in the normal work day, work week for periods of not greater than two weeks per year for the purposes of job related training. Notification will be given 90 days in advance and will not interfere with normally scheduled annual leave.

Employees assigned to a 40-hour workweek may request time in lieu of overtime (TILO) rather than being paid for overtime. To accumulate TILO time, employees may volunteer to accept time off rather than overtime pay. This TILO time will be accumulated at a time and one-half (1½) rate for payment purposes. No employee can be required to take time off rather than be paid at the overtime rate. To use TILO time, employees must schedule their absence from work following the same procedures used for scheduling annual leave. Such absences will normally only be scheduled when the workload will allow the employee to be absent. This means that employees may be denied the use of TILO time whenever, in the supervisor's judgment, it is felt that to allow the employee to use such time will

require the City to pay other employees at the overtime rate or accumulate TILO time. This accumulation and usage will be reported to the payroll department by appropriate coding on the bi-weekly time cards. TILO time balances will be reported to the employees on the paycheck stubs in the same manner as vacation and sick leave hours are reported. If an employee accumulates and uses the same number of TILO time hours within a pay period, records may not show on the paycheck stub. No employee may have an accumulated balance of TILO time exceeding two hundred (200) hours at the end of any pay period. Employees may not have a deficit TILO time balance. Employees shall be paid for any TILO time in excess of two hundred (200) hours. At the time of separation from City employment, employees will be compensated for any accumulated and unused TILO time at a straight time salary rate.

## **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 Agreement.

### **B. Military Leave**

Whenever a non-temporary employee enters the Armed Forces of the United States, whether voluntarily or involuntarily, the following shall apply:

1. The employee shall be granted military leave without pay for the duration of the employee's active service.
2. Any employees so granted military leave, who are later honorably discharged or 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.
3. Any employees so restored shall be granted accrued seniority, benefits, or other compensation in accordance with the applicable Federal law.
4. 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.

5. 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 shall be granted military leave for a period not to exceed fifteen (15) calendar days in any one calendar year, or if an employee works weekends, then they shall be granted 39 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.

6. 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 without 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. Those employees in the Communication section assigned to the graveyard shift shall be relieved of duty the shift prior to reporting for jury duty. 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.

1. 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.

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

3. 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 employee's Department Director 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 the eligible employee has exhausted all accrued sick leave as a result of the illness/injury, then they employee may file a request for donations of Birthday Holiday, sick leave and/or annual leave with the Union.
2. The request must be accompanied by:
  - 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/her 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, 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. The time donated will be forwarded by the Union on a first in first out basis and will, as closely as possible, match the estimated time requested by the physician. 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 SERVICE COMPENSATION**

A. EMT/EMD Pay. Effective June 24, 2001, the Salary schedule will be increased by five percent (5%) to compensate for the certifications identified below. The City and the Union agree that all members of the Fire Combat Division, as well as Fire Training Officers, Fire Investigator I's, Fire Investigators II's, and the EMS Quality Improvement Coordinator will be required to obtain and maintain valid Emergency Medical Technician (EMT) Certification. Current employees who are not EMT certified will have their compensation reduced by five percent (5%).

All employees in the Communications Division will be required to maintain valid Emergency Medical Dispatch (EMD) Certification.

B. All new members of the Combat Division of the Las Vegas Fire Department will obtain and maintain Advanced Emergency Medical Technician certification from the accredited authority during and before completion of Fire Fighter Trainee School.

C. Effective June 30, 2019, the City and the Union agree to pay a flat rate of three thousand five hundred dollars (\$3,500.00) per year to be paid quarterly to those Captains and Engineers who maintain certification as a Paramedic in Clark County. The City of Las Vegas Fire and Rescue may utilize these employees as a second Paramedic on the unit they are assigned to. It is possible to utilize the Captain/Paramedic or Engineer/Paramedic as the sole Paramedic assigned to the unit for a maximum of four (4) hours per shift.

The Captain/Paramedic and Engineer/Paramedic will not be assigned together as the Paramedics to be utilized as an advanced life support unit.

#### **ARTICLE 29 - HAZARDOUS MATERIALS TECHNICIAN, TECHNICAL RESCUE TEAM INCENTIVE PAY**

A. The City and the Union agree that members of the Fire Combat Division who have obtained and maintain valid certification from the authority having jurisdiction, for Hazardous Materials Technician, and Technical Rescue Team and that are assigned to the stations designated as the Hazardous Materials Response Team, and/or Technical Rescue Team shall be paid incentive pay. Hazardous Materials Technician incentive pay and Technical Rescue Team incentive pay will be five percent (5%) of the member's present salary.

B. If any member allows their valid certification to lapse, he/she automatically forfeits his/her incentive pay.

C. Permanent assignment to the Hazardous Materials Station and/or the Technical Rescue station shall be on a voluntary basis. If there are not sufficient volunteers, then assignments will be made based on seniority.

D. All members who obtain and maintain certification as either a Hazardous Material Technician or a Technical Rescue Technician and are not permanently assigned to the designated Hazardous Material Team or Technical Rescue Team shall receive five percent (5%) acting pay when temporarily assigned to the respective station.

E. Certification training will be accomplished during normal duty hours.

### **ARTICLE 30 - 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 31 - 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 – STAFFING**

The Department will assign rovers as outlined below to assist in the management of the Department. Rovers will bid for platoon assignment. Effective July 1, 2022 rovers assigned to each platoon will include three (3) Captain, four (4) Engineer, nine (9) Firefighter/Paramedic and nine (9) Firefighter. Effective July 1, 2022 the total number of Rovers assigned to each platoon will equal to twenty-five (25). The Rover increase to twenty-five (25) reflects the agreement between labor and management to accommodate

a new style deployment system to include but not limited to non-bid peak load Intermediate or Advanced Life Support units, and is based on 2022 staffing numbers. The parties mutually agree that Rover numbers may be revisited during future negotiations. The Department will bid and assign all vacancies in accordance with the Rules and Regulations.

### **ARTICLE 33 - ON CALL PAY**

On call staffing and pay for the Investigations Division shall be specified in the Fire Department's current SOP 130.06.02.

All employees other than those in the Investigations Division who are required to be in an "On Call" status shall be compensated a minimum of ten (10) hours of pay for each 7 calendar day period they are to be on call. Additionally, employees assigned to the Fire Apparatus Repair Shop, including the positions of Fire Equipment Mechanic Foreman and Fire Mechanic I/II/III, shall be required to be on call based on a defined rotation schedule (which includes the opportunity to volunteer for on-call assignments) for an equivalent period of time annually based on the number of filled positions.

### **ARTICLE 34 - PHYSICAL EXAMINATIONS**

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

B. Tests required during the annual physical exam would be, at a minimum, those currently required by the National Fire Protection Association (NFPA) Standard 1582 for Firefighters and are currently being performed by the City. The Parties agree to meet and discuss any future revisions to NFPA Standard 1582.

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

### **ARTICLE 35 - IAFF FINANCIAL CORPORATION 457 PLAN**

Effective January 1, 2006 Members of Local 1285 shall be afforded the option of entering a retirement program governed by the Internal Revenue Code 457. A company with an established program shall administer the deferred compensation program. It is however understood the City will make available the IAFF Financial Corporation 457 Plan as either the sole option, or one of the options that bargaining unit members may participate in. Bargaining unit members will be entitled to transfer 457 plan assets to the plan of choice without penalty.

### **ARTICLE 36 – PROMOTIONS / SELECTION PROCEDURES**

The parties agree that the following procedures will be followed when developing promotional eligible lists and selecting applicants from those lists. These procedures will affect promotional recruitment only.

1. The promotional eligible list will be arranged by score, from highest score to lowest score. Employees will be notified of their final score and their placement on the list.
2. The top five (5) or 25% (whichever is greater) scoring candidates on an eligible list will be available to the department to fill vacant positions. The 25% calculation will be rounded down rather than up (25% of 15 would be rounded down to 3).
3. The promotional list will be arranged by score, from highest score to lowest eligible score. Scores will be taken out to two decimal places, or to the nearest hundredth (ex. 89.512 = 89.51, 79.346 = 79.35). Scores will not be rounded to the nearest whole number; therefore, any score beneath 70.00 will be considered a failure. Employees will be notified of their final score and their placement on the list.
4. After a name has been removed from the list as a result of a promotion or other reason, the next highest scoring applicant will become eligible for selection.
5. In the case of tie scores, all names with the tie score will be considered as one.
6. The City will provide 45 days notice of the testing date for promotional recruitment. The 45 day notice will be given to the Union President for dissemination to current Fire employees.
7. A list of study materials will be given to applicants by Human Resources staff at time of application or upon request to Human Resources.
8. City of Las Vegas executive Fire personnel may be utilized for the oral board segment of the Battalion Chief and Captain Assessment centers. The oral board will be considered a part of the examination and will be scored. Raters for all other segments of the assessment centers will not be from any local fire department. A representative of Local 1285 will be allowed to observe the initial training provided to oral board and assessment center members, exclusive of any actual test materials discussion.

The parties also agree that the 1992 Civil Service Rules will apply when not covered by an item listed above in this Article or superseded by the Collective Bargaining Agreement between IAFF Local 1285 and the City of Las Vegas. The 1992 Civil Service Rules shall not be used in any disciplinary action involving a Bargaining Unit member.

**ARTICLE 37 - DURATION OF AGREEMENT**

A. This Agreement shall become effective July 01, 2022 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, 2024 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.

\_\_\_\_\_  
DATE

CITY OF LAS VEGAS

INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS, LOCAL 1285

BY: \_\_\_\_\_  
Jorge Cervantes, City Manager

BY: \_\_\_\_\_  
James Suarez, President

Attest: \_\_\_\_\_  
CITY CLERK By: LuAnn Holmes

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

ATTACHMENT A

CITY OF LAS VEGAS  
NON-SUPERVISORY  
FIRE CLASSIFIED SALARY ASSIGNMENTS

SALARY GRADE	CLASSIFICATION
F71	Firefighter Trainee Hydrant Technician
F72	Fire Equipment Services Technician
F73	Fire Communications Specialist Fire Equipment Mechanic I** (X) Fire Prevention Inspector I (X)
F74	Fire Communications Technician I (X) Firefighter (X)
F75	Firefighter/Rescueman Fire Equipment Mechanic II** (X)
F76	Fire Engineer Fire Prevention Inspector II (X)
F77	Communications Specialist Supervisor Fire Communications Technician II (X) Fire Equipment Mechanic III** (X) Fire Investigator (X) Fire Training Specialist Firefighter/Paramedic (X)
F78	Fire Communications Nurse Fire Communications Training & Development Coordinator
F79	Assistant Fire Protection Engineer EMS Field Coordinator Fire Captain Fire Communications Supervisor Fire Equipment Mechanic Foreman

	Fire Investigations Lieutenant(X) Fire Prevention Inspection Supervisor
F80	EMS Educator Fire Fleet Supervisor Fire Training Officer
F81	Communications Quality Improvement Coordinator EMS Quality Improvement Coordinator Fire Investigations Captain
F82	-0-