

City of Sparks, Nevada
and the
International Association of Firefighters Local No. 1265
September, 2014
Memorandum of Understanding

This Memorandum of Understanding "MOU" is between the City of Sparks, Nevada, a municipal corporation ("City"), and the International Association of Firefighters Local No. 1265 (Firefighters).

Recitals

- A. The City and Firefighters entered into a multi-year collective bargaining agreement (CBA) for the period beginning July 1, 2012, through June 30, 2015, which was approved by the Sparks City Council on July 9, 2013.
- B. Both parties agree to the following:
 - 1. Contract language concerning Stand-By Duty and Two (2) Hour minimum needed to be rewritten for Fire Prevention Personnel.
 - 2. Contract language concerning Educational Leave is not in-line with current department policy.
 - 3. The Fair Labor Standards Act (FLSA) limits compensatory time banks to a maximum of four hundred eighty hours (480). Contract language indicates a maximum of nine hundred sixty (960) hours.
 - 4. The Minimum Sick Leave requirement is removed for 40-hour employees.
 - 5. Minimum Compensatory Time for 40 hour employees is not in line with departmental operations.

Terms and Conditions

- 1. Language clarifications occur throughout the MOU. No language clarification is intended to modify any existing benefit.
- 2. Any provision of the CBA which is not modified by this MOU shall remain unchanged and in full force and effect throughout the term of the CBA.

The parties have met and have reached an understanding that required the following changes to the current Agreement as follows:

Section 2, Article C. OVERTIME PAY

2. Extension of the Work Day: If an employee arrives to duty within one hour prior to or remains on duty after his/her regularly scheduled shift has ended as a result of either an emergency incident to maintain minimum staffing, an inspection or other event, such additional work shall be regarded as an extension of the work day. Such extensions of the work day shall be paid as overtime pay for the actual duration of the extension. Extensions of the work day are not subject to the two (2) hour minimum in paragraph 3. Cancellation of an extension of the work day is not

subject to a two (2) hour minimum in paragraph C unless the employee is given less than twelve (12) hours' notice of the cancellation. Extension of the work day shall be counted against the time list the same as non-emergency overtime, with the exception of an employee who is extended due to emergency that started prior to the time of the scheduled shift.

3. Two (2) Hour minimum: An employee who is called back in situations not covered by paragraph 2 for any overtime work required of an employee on a day when no work was scheduled for the employee, or for which the employee is required to return to the place of employment, and where less than twelve (12) hours' notice has been provided to the employee shall be considered to be at least two (2) hours in duration.

Any Fire Prevention Inspector I, II, III or Assistant Fire Marshall who is called back in situations not covered in paragraph 2 for any overtime work required of an employee on a day when no work was scheduled for the employee, or for which the employee is required to return to the place of employment, including while on standby pay, shall be considered to be at least two (2) hours in duration regardless of the time of notification.

6. Non-Emergency Overtime: For purposes of this Agreement, non-emergency overtime shall be prearranged with at least twelve (12) hours' notice given, or as an extension of the regularly scheduled day in order to maintain required staffing, or for situations not covered under 4, 5 or 6 of this Article. Non-emergency overtime shall be paid for the actual hours or fractions of hours worked, unless it meets the requirements for cancellation of non-emergency overtime or as otherwise provided for in paragraph 3. Cancellation of non-emergency overtime is not subject to a two (2) hour minimum in Paragraph 3 unless the employee is given less than twelve (12) hours' notice of the cancellation.

Section 2, Article D. EDUCATIONAL INCENTIVE PAY

2. Educational Leave: The purpose of educational leave is to enable an employee to attend professional development training or classes when he or she is scheduled to work. Educational leave will not be used for mandatory departmental training.

Educational leave may be used when an employee is scheduled to work but desires to attend any educational instruction specified in Section 3, Article D Tuition Reimbursement paragraph B2 of this article. Employees shall be eligible for up to a maximum of seventy-two (72) hours of educational leave per fiscal year.

The minimum number of hours of educational leave per request will be: Forty (40) hour employees – one (1) hour Fifty six (56) hour employees – four (4) hours. One (1) hours if employee is going off shift.

If the employee returns early from educational leave, they may be credited back time (only in whole hours) provided that the vacancy was covered with on-duty staffing. If the vacancy was covered with overtime, and the covered employee agrees to fewer hours, the employee on educational leave may also be credited back hours (only in whole hours).

Section 2, Article G. STAND-BY DUTY

4. Fire Inspectors: Weekend fire investigations will be handled by an "On-Call" Investigator. Fire Investigators will work respective weekend on-call shifts based on the rotating "On-Call" schedule, from 6:00 p.m. Friday to 7:00 a.m. the following Monday. In order to be eligible for on-call pay, the on-call Fire Investigator must be able to respond to the Fire Department within one (1) hour of the initial call or page. An On-call list will be kept up-to-date at the Fire Department, each station, and at Sparks Police Dispatch. If any changes occur during the Fire Investigator's weekend on-call shift, the employee shall notify each agency of the change. Effective the first full pay period following October 14, 2002, the weekend on-call Fire Investigator shall be compensated for on-call time at the rate of one-fourth (1/4th) hour pay at the regular hourly rate for each one (1) hour period of on-call time. If an ~~Inspector~~ Investigator is called to active duty while on-call, the Investigator shall be paid in accordance with Section 2 Article C of the CBA. All hours prior to and following the active duty shall be paid at the on-call rate. In no instance will an Inspector be paid both on-call pay and stand-by pay concurrently.

Section 4, Article C. Sick Leave

Minimum Sick Leave to be Taken: The minimum sick leave time which may be taken at any one time by any employee shall be one (1) hour for fifty six (56) hour employees. Fractions of hours of sick leave shall be considered as the next largest whole hour. There is no minimum time requirement for forty (40) hour employees.

Section 4, Article I. COMPENSATORY TIME

Employees may, at the request of the employee and with the approval of the shift commander or designee, take compensatory time off as set forth in Section 2, Article C Paragraph (1) (a). Compensatory time will be taken in either twelve (12) or twenty-four (24) hour increments for fifty-six (56) hour employees or one hour increments for forty (40) hour employees and is subject to open annual leave slots. Approval for such time off shall not be unreasonably withheld.

One compensatory time bank will be established. The bank will be used for extension of the workday and non-emergency overtime as defined in Section 2, Article C (2), – Extension of the workday and (6)- Non-Emergency overtime. and emergency and non-emergency callback as defined in Section 2, Article C, Paragraphs 3 – 2 hour minimum, 4 - Emergency callback and 5 – Non-Emergency callback.

1. The maximum amount of compensatory time that can be banked is four hundred and eighty (480) hours.
2. At the employee's request, hours may be 'cashed out' of the Compensatory Time Bank by noting the desired amount of hours to be 'cashed out' on the Compensatory Time Payout Request Form.
3. Compensatory time, unlike Holiday Compensatory Time (HCT) may not be traded among employees.
4. When promoted within this bargaining unit an employee shall keep the same monetary value in their Compensatory Time account.

Example: Firefighter promoted to FAO

100 hours of compensatory time (banked at the rate of one and one half (1 ½) hours for each hour worked) @ FF hourly rate of \$18 per hour = \$1,800.

\$1,800 value divided by the FAO hourly rate of \$20 per hour converts to a new compensatory time bank amount of 90 hours.

5. Should an employee reach the maximum four hundred eighty hours (480), all hours over that amount will be paid at the applicable rate.

CITY OF SPARKS

LOCAL 1265 INTERNATIONAL
ASSN. OF FIREFIGHTERS

Geno Martini, Mayor

Chris Jones, President

ATTEST:

APPROVED AS TO FORM:

Teresa Gardner, City Clerk

Chester Adams, City Attorney