

City of Sparks, Nevada  
and the  
International Association of Firefighters Local No. 1265  
September, 2013  
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**

1. 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.
2. Both parties agree to the following:
  - a. To help avoid the necessity of the Union requesting extensions for extra time to file a grievance and the City requesting extensions of time in which to complete the investigation, the parties agree to increase the time limits as set forth hereafter.
  - b. As part of the negotiations process both parties agreed to form a new special team for Fire Prevention Inspectors who perform the work of Fire Investigator.

**Terms and Conditions**

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 CBA as follows:

**Article K. GRIEVANCE PROCEDURE**

1. **Purpose:** The purpose of the following grievance procedure shall be to settle as quickly as possible disputes concerning the interpretation and application of the Agreement.
2. **Definition of "Working Day":** For the purpose of this article, a working day shall be defined as a normal Monday through Friday work day, holidays excluded.
3. **Procedure:**

STEP 1 -The employee concerned must within twenty (20) working days from the day she/he is grieved, file a written grievance with the Fire Chief or his/her designee. The Fire Chief or designee shall render a written decision within twenty (20) working days after receipt of the grievance.

STEP 2 -If the grievance is not settled at Step 1, the grievance shall be submitted within twenty (20) working days to the City Manager or designee. The City Manager, or designee, after examination of all relevant evidence and after consultation with the aggrieved employee or her/his representative, will render a written decision within twenty (20) working days after receipt of the grievance.

STEP 3 -If the grievance is not settled at Step 2, the grievance shall be submitted to arbitration within twenty (20) working days by either of the parties upon written notice to the other party.

The party requesting arbitration shall request a list of seven (7) arbitrators from the Federal Mediation Conciliation Service. The Firefighters shall strike the first name. The findings of the arbitrator shall be final and binding on all parties concerned.

The cost of any arbitration, or award, shall be at the discretion of the arbitrator. The cost for the services of the arbitrator shall be shared equally by both parties.

The arbitrator's decision shall be rendered within thirty (30) days after a transcript, if required, is submitted. Nothing contained herein shall preclude an employee, with or without representation, from bringing a problem not covered herein through the chain of command, on an informal and oral basis.

Grievances not filed within the required time frames will be forfeited. Grievances not responded to by the City within the required time frames shall be automatically moved to the next step as if the grievance was denied. The City and Firefighters may agree in writing to extend any time requirements of this Article.

4. Streamlined Arbitration: If the parties agree to utilize streamlined arbitration in place of the current procedure set forth in paragraph C, they will use the following streamlined arbitration procedures. The streamlined arbitration procedure will be to select an arbitrator using an FMCS list of seven (7) arbitrators. The Firefighters will strike the first name. The hearing will be scheduled within thirty (30) calendar days of the selection of the arbitrator unless the parties agree to extend this period. The hearing will not include briefs, and the award is due within five (5) business days of the closing of the hearing. The award of the arbitrator will be in writing. The arbitrator will not have any power to add to, subtract from, or modify this Agreement. The cost of the arbitration will be as provided in paragraph C. The award is final and binding except as provided by law. If a court reporter is requested by either party, the party requesting the reporter shall pay all the costs of the reporter and provide copies of the transcript to the arbitrator and the

other party. If the parties do not agree to streamlined arbitration, the normal arbitration procedures contained in paragraph C will apply.

**Article E. Special Duties Differential Pay**

1. Special Team Pay:

- D. Employees who maintain on an annual basis the Sparks Fire Department requirements for Fire Investigator, and are assigned to the Fire Investigation On-Call team shall receive special duty pay equal to three percent (3%) of the top step Fire Prevention Inspector II base pay paid bi-weekly.
- E. An employee assigned to multiple teams set forth in this paragraph or any other special teams added to this agreement in the future shall only be eligible for a maximum of one (1) three percent (3%) special duties differential pay paid bi-weekly. Special duties teams are subject to the Standard Operating Procedures adopted, amended or repealed by the Sparks Fire Department. Special duties differential pay terminates on the employee's failure to meet the Sparks Fire Department requirements for the special team(s) or on the City's decision to retire or discontinue a special team(s).

IN WITNESS WHEREOF, the City and the Firefighters have caused these presents to be duly executed by their authorized representatives.

CITY OF SPARKS

LOCAL 1265 INTERNATIONAL  
ASSN. OF FIREFIGHTERS

\_\_\_\_\_  
Geno Martini, Mayor

\_\_\_\_\_  
Matt Toni, President

  
\_\_\_\_\_  
Christopher Jones, Chief Negotiator

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Teresa Gardner, City Clerk

\_\_\_\_\_  
Chester Adams, City Attorney

