

Article C - OVERTIME PAY

1. Overtime: All hours of work officially ordered and approved in excess of an employee's basic work period (straight time) are overtime.
 - a. Contractual Overtime: Contractual overtime is overtime specified in this collective bargaining agreement other than FLSA overtime. Contractual overtime includes scheduled overtime, emergency and non-emergency callback and special event overtime. Contractual overtime shall be paid on a time and one-half basis of the employee's basic rate of pay or, at the option of the employee, credited to their Overtime or Callback bank at the rate of one and one half (1.5) hours for every one (1) hour of overtime or callback worked.
 - b. FLSA Overtime: FLSA overtime is computed and paid at time and one-half the employee's regular hourly rate for all hours in excess of forty (40) hours actually worked during the employee's assigned seven (7) day work period for forty (40) hour employees and for all hours in excess of ninety-one (91) hours actually worked during the employee's assigned twelve (12) day work period for fifty-six (56) hour employees. Employees are not entitled to both Contractual and FLSA Overtime for the same hours worked.
2. Mandatory Overtime: Mandatory or Forced Overtime shall be defined as any hours a member is ordered to work that he/she has not volunteered for and/or is not defined in this Section 2, Article C.
 - a. Mandatory Overtime shall be limited to one occurrence, per pay period, per member.
 - For the purposes of tracking timelines, the member shall be considered "forced" on the date they are notified, not the actual day of work.
 - b. Each member shall be entitled to three (3) personal exemptions every six (6) months.
 - Exemptions will be renewed January and July 1st of each year.
 - Exemptions are non-transferable and will not roll over.
 - Exemptions must be used at the time the member is ordered to work mandatory overtime.
 - Any member using their exemption shall not be ordered to work mandatory overtime again until an off duty and on duty cycle has occurred.
 - c. Mandatory Overtime provisions may be suspended during extenuating circumstances such as Mass Casualty Incident, riot, military action, natural disaster, civil disorder, a major incident as determined by the Fire Chief or designee or declared emergency by the City of Sparks or its surrounding region.

For the purposes of this provision, “surrounding region” shall be defined as within 75 miles of the City of Sparks. Daily staffing shall not be considered a major incident or emergency.

3. Extension of the Work Day: If an employee arrives to duty within one (1) hour prior to or remains on duty after employee’s 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 of this Section.

Cancellation of an extension of the work day 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. 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.

4. Two (2) Hour Minimum: An employee who is called back in situations not covered by Paragraph 2 of this Section 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, or III or Assistant Fire Marshal 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 notification.

5. Callback Compensation: Callback shall be compensated as per Paragraph 1(a) of this article, NRS 286.025 and PERS Revised Official Policies 286.025.
6. Emergency Callback: For purposes of this Agreement, emergency callback overtime shall be defined as overtime required due to response to an emergency incident alarm, including, but not limited to, working incidents, natural or manmade disasters, and civil disorders where less than twelve (12) hours’ notice of the callback has been provided to the employee. Emergency Callback overtime may

also be required to maintain staffing levels and shall not be counted on the over-time list and is subject to a two (2) hour minimum.

7. Non-Emergency Callback: For purposes of this Agreement, Non-Emergency Callback shall be defined as overtime required to maintain staffing levels where less than twelve (12) hours' notice of the callback has been provided to the employee. Non-Emergency Callback shall be counted against the time list the same as scheduled overtime. Cancellation of Non-Emergency Callback shall be subject to the two (2) hour minimum in Paragraph 3 of this Section.
8. Scheduled Overtime: For purposes of this Agreement, scheduled 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 subsections 2, 5, 6 or 8 of this Article. Scheduled Overtime shall be paid for the actual hours or fractions of hours worked, unless it meets the requirements for cancellation of scheduled overtime, or as otherwise provided for in Paragraph 3 of this Section. Cancellation of Scheduled Overtime is not subject to a two (2) hour minimum in Paragraph 3 of this Section unless the employee is given less than twelve (12) hours' notice of the cancellation.
9. Special Event Overtime: Overtime will be paid to off-duty employees who represent the Department at non-traditional fire suppression or prevention activities. Employees who are interested in working Special Event Overtime shall place their names on a sign-up list posted not less than seven (7) calendar days in advance of the event. If more employees sign up for the event than are needed, first preference for time and date to be worked will be given to individuals as they appear in the Department's Special Event Overtime list. Overtime work by employees at special events shall be approved in advance by the Fire Chief or designee and shall be subject to the needs of the department.

In certain circumstances, such as for testing validation, the same individual may be needed to work the special event assignment overtime on consecutive days. When this situation occurs, the Fire Chief or designee will notify the IAFF President or designee, before posting the sign-up list. This sign-up list will indicate that the same individual(s) will be needed for the duration of the event. If a member is scheduled for a regular shift assignment during the event, another member will be selected from the event sign up list to cover that member's regularly scheduled shift.

10. Meals: An employee working a four (4) hour period of overtime because the employee was called back to or ordered to stay on duty for an emergency incident shall be allowed a meal break and the meal shall be appropriate to the time of

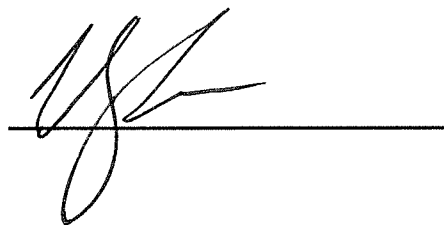
day. The employee shall, at the option of the City, either be reimbursed for any such meal up to a maximum of fifteen dollars (\$15.00) or have such meal purchased for the employee by the City.

11. Day Light Savings: Time changes in accordance with Day Light Savings will be compensated in the following manner:
- a. Spring Forward: The advancing of the clock by one (1) hour shall have no effect on employee compensation and the recording of time worked.
 - b. Fall Back: The setting back of the clock by one (1) hour results in the on-duty employee working one extra hour. The employee will be compensated for this hour as per this Article. In the case of Shift Trade and HCT, the employee who shift traded will receive the extra hour, not the relief employee. These hours are not subject to the two (2) hour minimum in Paragraph 3 of this Section.

The parties hereby tentatively agree to this proposal. All other parts of the current CBA remain unchanged. Both bargaining teams shall recommend ratification to their members and the City Council.

Mike Szopa

Local 731 Vice President




Ed Lawson, Mayor

ATTEST

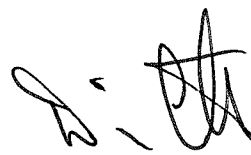


Lisa Hunderman, City Clerk



Dion Louthan

Sparks City Manager



Approved as to form



Wes Duncan, City Attorney