

STEVE SISOLAK
Governor

STATE OF NEVADA

VICTORIA CARREÓN
Administrator

TERRY REYNOLDS
Director



PERRY FAIGIN
Deputy Administrator

**DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS**

**NOTICE OF PUBLIC MEETING
of the
ADVISORY COUNCIL OF THE DIVISION OF INDUSTRIAL RELATIONS
July 15, 2022
10:00 a.m.**

You are hereby given notice that the Advisory Council of the Division of Industrial Relations of the Department of Business and Industry, State of Nevada (Advisory Council) will conduct a public meeting on Friday, July 15, 2022 at 10:00 a.m. This meeting will be held at the following locations and on WebEx:

**Division of Industrial Relations
400 West King Street, Suite 400
Carson City, NV 89703**

**Division of Industrial Relations
3360 West Sahara Ave, Suite 250
Las Vegas, NV 89102**

WebEx Access:

<https://nvbusinessandindustry.webex.com/nvbusinessandindustry/j.php?MTID=mf4f17425be46ca2cb4fc96a2c46d4001>

To Join by Phone:

1-415-655-0001

Access Code: 2452 876 3558

Meeting Password: ZBueM9tPy47

NOTICE

1. Items listed on the Agenda may be taken out of order;
2. Two or more items on the Agenda may be combined;
3. Items of the Agenda may be removed or delayed at any time; and
4. Public comment may be limited to two (2) minutes per speaker in the discretion of the chair. No action may be taken on any matter raised during public comment. Public comment will not be restricted based on viewpoint, but must be relevant to, and within, the authority of the Advisory Council.

AGENDA

1. Call to Order; Roll Call; Introduction of Advisory Council members (Secretary); and establishment of a quorum.
2. Public Comment (*see* Notice 4) (Chair)
3. **FOR POSSIBLE ACTION:** Approval of Minutes from the April 12, 2022 meeting (Chair)

CARSON CITY
400 West King Street
Suite 400
Carson City, NV 89703
(775) 684-7270

LAS VEGAS
3360 West Sahara Avenue
Suite 250
Las Vegas, NV 89102
(702) 486-9080

4. **FOR DISCUSSION:** Regulations Update (Christopher Eccles, Brennan Paterson, William Gardner, and Jodie Tonkin)
 - a) Mechanical Compliance Section
 - 1) [R033-21RP1](#)– Implementation of SB205 provisions related to water heaters
 - 2) [R034-21P](#)– Clean-up regulation, including certification requirements to do construction and alterations on an elevator.
 - b) OSHA
 - 1) [R053-20RA](#)– Heat Illness
 - c) Workers’ Compensation
 - 1) [R134-20RP2](#) – Workers’ Compensation SB381 changes from 2019 Legislative Session
 - 2) [R032-21P](#) – Workers’ Compensation SB289 changes from 2021 Legislative Session
5. **FOR DISCUSSION:** Review and comments on OSHA quarterly complaint reports January – March 2022 (NRS 618.336 and NRS 232.600) (William Gardner)
6. **FOR DISCUSSION:** Review of OSHA quarterly reports on violations of NRS 618.375 January-March 2022 (NRS 618.347) (William Gardner)
7. **FOR DISCUSSION:** Discussion of items requested for follow-up from April 12, 2022 meeting:
 - a) Worker safety issues for the underground tunneling project for the Encore, Convention Center, Resorts World and 28-mile loop on Las Vegas Blvd. (William Gardner)
 - b) City of Sparks firefighter staffing and safety concerns (William Gardner)
8. **FOR DISCUSSION:** Agenda items for next scheduled meeting. (Chair)
9. **FOR POSSIBLE ACTION:** Discussion on possible investigations or studies to be conducted (NRS 232.600). (Chair)
10. Public Comment (*see* Notice 4) (Chair)
11. Adjournment. (Chair)

Any person with a disability as defined by the Americans with Disabilities Act who requires special assistance to participate in the meeting may contact, at least five (5) business days prior to the meeting, Marisa Santizo by emailing ADACoordinator@dir.nv.gov, or by calling (702) 486-9100 to arrange for reasonable accommodations.

Copies of the supporting (not privileged and confidential) material may be obtained upon request by emailing MSantizo@dir.nv.gov, calling Marisa Santizo at (702) 486-9100, or mailing a request to the Division of Industrial Relations, 3360 West Sahara Avenue, Suite 250, Las Vegas, NV 89102, Attention Marisa Santizo.

This Notice and Agenda has been posted at the following locations:

- Division of Industrial Relations, 3360 West Sahara Avenue, Suite 250, Las Vegas, Nevada 89102
- Division of Industrial Relations, 400 West King Street, Suite 400, Carson City, Nevada 89703

This Notice and Agenda has also been posted at the following website addresses:

- Division of Industrial Relations Notice of Meeting at <http://dir.nv.gov/meetings/meetings>
- Nevada Public Notices at <https://notice.nv.gov>

DIVISION OF INDUSTRIAL RELATIONS ADVISORY COUNCIL
Minutes of the Meeting, Tuesday, April 12 ,2022

1. Call to Order and Roll Call

At 10:00 a.m. on October 12, 2021, the meeting of the Advisory Council for the Division of Industrial Relations (DIR) via videoconference between Las Vegas DIR and Carson DIR office was called to order by chairman Paul McKenzie. Roll Call was taken by Marisa Santizo. The board member present in the Carson City office was Paul McKenzie. Maureen Ostby was present in the Las Vegas office. Ian Langtry, William Spiegel, Raymond McAlister, and William Stanley attended via WebEx. It was determined a quorum was present.

DIR staff present at the Las Vegas Office were Victoria Carreon, Chuck Verre, Todd Schultz, Christopher Eccles, William Gardner, and Marisa Santizo. Jeff Bixler attended in the Carson City office. Karissa Neff from the Attorney General's Office attended via WebEx.

2. Public Comment on items to which actions may be taken

Tom Dunn, with Professional Fire Fighters of Nevada, the District Vice President: stated they oppose R134-20RP1 Workers' Compensation SB381 changes from the 2019 Legislative Session. Mr. Dunn feels proposed language changes impact the benefits listed in the statute go beyond the legislative intent of NRS 616C.180, NRS 617.455, and NRS 617.457.

Kevin Kampschor on behalf of Nevada Justice Association and Shook and Stone: In pursuant to R134-20R1 Workers' Compensation SB381 changes from the 2019 Legislative Session the Nevada Justice Association testified against sections 24, 31, and 34. Mr. Kampschor stated that section 24 unlawfully limits the definition of grievous bodily harm attempting to unlawfully constrain the definition in a way that the statute amended SB381 does not limit. NJA is opposing section 31 due to DIR seeking to limit the definition of a concurrent wage violation to the statutory changes that were made by SB324. Lastly, the Nevada Justice Association opposes section 34 due to DIR seeking to limit the Benefit Penalties against insurers for violating heart and lung benefits to police officers and fire fighters by essentially rendering time frames as a "clock running" for the pure benefit of insurers and insurers only.

Mike Pilcher, president of Northern Nevada Central Board on behalf of Sparks Firefighters: Sparks Firefighters are being trained to National Fire Protection Association (NFPA) industry standards, and equipment meets those standards, but they are unable to execute those standards operationally due to staff levels and response times. Staff levels are putting them in a situation to go against the two in and two out staff rule due to being an only 3-man crew. They are left waiting for a 6 -10-minute time frame, which can leave someone trapped for a dangerous amount of time. Station 3 in Sparks is also finding themselves with a mobility challenge due to traffic affecting response times.

3. Approval of Minutes of Previous Meeting – January 05, 2022. Raymond McAllister made a motion to approve the minutes of the January 05, 2022, meeting as presented. William

Stanley seconded the motion. The motion was approved unanimously.

4. Regulation Update (Victoria Carreon, Christopher Eccles, William Gardner, Chuck Verre)

a. Mechanical Compliance Section (Brennan Paterson)

Victoria Carreon provided a brief update on two of MCS' regulations in place of Brennan Paterson's absence.

1. **R033-21P:** There was a workshop in January 2022 they are with stakeholders on some new language to address the concerns that were raised during that meeting. They are specifically better defining the term equipment and apparatus disease and the connection with water heaters and trying to ensure that larger gas fire units that are systems of water heaters are interconnected. Along with looking for gas shut-off valves and elements of international building codes concerned with things such as exits in rooms and that rooms are fire-safe, narrowing down to units that exceed a million BTU that are gas fire.
2. **R034-21P:** This a general clean-up regulation including certification requirements to do construction and alterations on an elevator. MCS is working with stakeholders in terms of section 14, that talks about the A173 code, which is the baseline safety code for existing elevators. The goal is to provide a specific time to comply instead of saying upon alteration or immediately. Victoria reminded members and the public that this is not the code for new construction, that it's the baseline code for existing elevators.

b. OSHA (William Gardner).

1. **R044-20AP: Violence in Medical Facilities.** This regulation was adopted on 12/21/2021 and made effective on 12/22/21. OSHA has added a section to the website to guide employers and provide necessary forms. A webinar was hosted through the Department of Health and Human Services to provide education to affected establishments. A copy of the outreach webinar was posted to the website. OSHA is providing establishments enforcement digression to allow time for them to come into compliance.
2. **R053-20RA: Heat Illness.** This regulation includes requirements to create a heat illness program at a trigger of 90 Degrees Fahrenheit. When a program is needed, employers are also required to provide training. The regulation requires procedures to be created to address heat-related emergencies. As of April 4, 2022, this regulation will be continued to the next legislative committee meeting.
3. **R069-20A: OSHA Penalty Reduction Factors and other clean-up.** This regulation identifies penalty reduction factors and applicable citations. This regulation adds an additional industry-standard reference to eyewash stations and updated addresses. On April 4, 2022, this regulation was approved during the legislative committee meeting and is currently pending adoption by the secretary of state.

C. Workers' Compensation (Chuck Verre).

1. **R134-20RP1: Workers' Compensation SB381 changes from 2019 Legislative Session.** This regulation supports changes to SB381. A workshop was held in March 2022, where testimony was received to make changes. R134-20 was sent to LCB, and a hearing will be held. Once the LCB version is received Workers' Compensation can do a stakeholder meeting or workshop. Chuck Verre and Chris Eccles will follow up with stakeholders to discuss further.
2. **R032-21I- Workers' Compensation SB289 changes from 2021 Legislative Session.** This regulation came as a result of SB289 recommending changes in forms for Workers' Compensation. Changes have been made to the treating panel by including advanced practice nurses and physician assistants as healthcare providers. Workers' Compensation is currently waiting on the language from the LCB to conduct a workshop.

5. Review and comments on OSHA quarterly complaint reports July – September 2021 and October- December 2021 (NRS 618.336 and NRS 232.600) (William Gardner)

William Gardner provided the council with a list of compliance for the time period of September 2021 to December 2021. OSHA was commended by federal OSHA on staff levels and the quantity of work received and completed. Paul McKenzie thanked William Gardner on the format of the OSHA quarterly complaint report. There was no other questions or comments.

6. Review of OSHA quarterly reports on violations of NRS 618.375 July – September 2021 and October- December 2021 (NRS 618.347) (William Gardner)

William Gardner provided the council with three violations. Mr. Gardner explained that the violations were currently being addressed during the OSHA review board meeting being conducted this week, April 11-12, 2022.

No questions or comments.

7. Worker safety issues for the underground tunneling project for the Encore, Convention Center, Resorts World and 28-mile loop on Las Vegas Blvd. (William Gardner and Jeff Bixler)

William Gardner informed members OSHA has had one site walk at the loop and two quarterly safety meetings with the key management officials. Mr. Gardener also noted that the tunneling project is inspected daily. On 2/23/2022, a recovery drill was performed that covered 2,300 feet of tunnel space, and fire safety systems were inspected during this process. There are currently no illnesses or injuries related to this project. Mr. Bixler informed board members that on November 1, 2021, a site walk was conducted. During this site walk the were able to go underground and noticed all safety practices were spot-on. Mr. Bixler was able to spend time with the drill operator and was shown how the segments are installed. Mr. McKenzie asked if there was secondary egress. Mr. Bixler informed the council members there's only one egress where they originally came in from, but they can come in on the right or left side.

8. Agenda items for next scheduled meeting. (Chair)

Bill Stanley motioned to continue item #7 on the agenda in the next meeting. Rusty McAllister and Paul McKenzie requested for OSHA and Workers' Compensation to add an item to the agenda regarding staffing and safety issues for Sparks Fire Department for 3-man crew regulations.

9. Discussion on possible investigations or studies to be conducted (NRS 232.600). (Chair)

Paul McKenzie requested for OSHA to do a study on the Sparks Fire Department 3-man crew issues. William Gardner will reach out to Sparks Fire Department to find out how they address the issue and how they are able to follow OSHA regulations to ensure they are working safety.

10. Public Comment (Chair)

Tom Dunn with Professional Fire Fighters stated they are looking forward to seeing the amended draft for R134-20RP1.

Kevin Kampschor with NV Justice Association stated that they object to changes that were sent to the LCB regarding R134-20RP1 due to not seeing any of these changes firsthand.

11. Adjournment:

Motion to adjourn at 11:00 am by Bill Stanley and seconded by Raymond McAllister.

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Item 5

UPA #	Establishment Name	DBA	UPA Receipt Date	Receipt Type	Letter of Inquiry	Inspection	UPA Open/Closed	Severity-Subject	Hazard Desc & Location	Inspection Results/Comments
C-1848552	DOLLAR TREE STORES, INC.	DOLLAR TREE STORE #2523	01/03/2022	Phone	Y	Y	Closed	S-Safety	1. Walk paths in back warehouse are blocked and cluttered with product. 2. Emergency exits are blocked at the back of the store (warehouse area). 3. Boxes of product are stacked very high and have fallen on employees. 4. During snow or rain events, the back warehouse floor is covered in water creating a slip hazard.	\$0.00
C-1848649	Downtown Reno Partnership		01/03/2022	Phone	Y	N	Closed	S-Health	1. Employees are not wearing facemasks per Covid-19 mandates.	Resolved through inquiry process.
C-1848808	AutoZone Auto Parts		01/03/2022	Phone	Y	Y	Closed	S-Health	1. Management is heating the inside of the store with propane heaters, and employees are getting sick.	\$0.00
C-1849189	URBAN OUTFITTERS		01/04/2022	Phone	Y	N	Closed	S-Health	1. Located in the Shipping, Receiving, Packing, and Labeling Departments, failure to comply with the mandate for employees to wear face coverings.	Resolved through inquiry process.
C-1850439	Cognizant Technology Solutions		01/06/2022	Phone	Y	N	Closed	S-Health	1. Failure to comply with the mandate for employees to wear face coverings.	Resolved through inquiry process.
C-1850465	COLD STONE CREAMERY		01/06/2022	Phone	Y	N	Closed	S-Health	1. The manager has stated to employees that he is positive for COVID and returned to work without quarantining exposing employees to the virus contraction.	Resolved through inquiry process.
C-1850584	MICROSOFT LICENSING GP	MICROSOFT	01/06/2022	Phone	Y	N	Closed	S-Health	Employees not wearing face coverings.	Resolved through inquiry process.
C-1850853	TACO BELL		01/07/2022	Phone	Y	N	Closed	S-Health	1. The employer allowed an employee to continue to work after testing positive for COVID-19.	Resolved through inquiry process.
C-1851177	ARBY'S		01/07/2022	Phone	Y	N	Closed	S-Health	1. All employees inside the store are not wearing face masks per governors mandate.	Resolved through inquiry process.
C-1852303	American Tire Distributors Inc		01/11/2022	Phone	Y	N	Closed	S-Safety	1. The concrete floor in the main warehouse is slick and causes employees to slip and fall.	Resolved through inquiry process.
C-1852335	Applebee's Grill + Bar		01/11/2022	Phone	Y	N	Closed	S-Health	1. Employees are coming to work sick and spreading COVID.	Resolved through inquiry process.
C-1852360	WALMART SUPERCENTER		01/11/2022	Phone	Y	N	Closed	S-Health	1. The acting store manager called in a department manager "coach" who was out on sick leave. The coach reported to work, while at the store, he tested positive for covid using a self test. 2. Employees are removing their face coverings when not interacting with customers, or working in the back of the store.	Resolved through inquiry process.
C-1852504	UNITED PARCEL SERVICE, INC.	UPS - RENO	01/11/2022	Phone	Y	N	Closed	S-Health	Sick employees allowed to come into work getting other employees sick.	Resolved through inquiry process.
C-1852544	INTERMOUNTAIN ELECTRIC, INC.		01/11/2022	Phone	Y	N	Closed	S-Health	Employees working inside during construction are not wearing face coverings.	Resolved through inquiry process.
C-1852545	TARGET		01/11/2022	Phone	Y	N	Closed	S-Health	1. The employer is requiring employees to clean up human feces without the benefit of being trained or the use of personal protective equipment.	Resolved through inquiry process.
C-1853118	UPS		01/12/2022	Phone	Y	N	Closed	S-Health	1. At the packaging loading area, the employer is directing employees who are COVID positive and or exhibiting flu like symptoms, to report to work or face disciplinary actions exposing others to the potential virus contraction.	Resolved through inquiry process.
C-1854004	Reno Diagnostic Centers		01/14/2022	Phone	Y	N	Closed	S-Health	1. Management is requiring employees who tested COVID positive to continue work exposing others to the potential virus contraction.	Resolved through inquiry process.

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C-1856515	DECEUNINCK NORTH AMERICA LLC		01/20/2022	Phone	Y	Y	Closed	S-Health;S-Safety	1. Located in the plant, the water that is used in the process is treated recycled water. Employees are suffering skin irritation and burn. The employer does not require gloves to be used when handling the water. 2. Located in the back of the plant, there is a 3 foot hole in the floor that is covered by a pallet. Employees are exposed to falling into the hole. 3. Located in the front of the plant near the lab, employees are exposed to loud saws and machinery and are not provided hearing protection.	\$0.00
C-1857089	BRISTLECONE FAMILY RESOURCES		01/20/2022	Phone	Y	N	Closed	S-Health	1. Multiple employees have tested positive for COVID and are being allowed to continue working and are exposing other employees.	Resolved through inquiry process.
C-1857980	ADVANCED HEALTH CARE OF RENO		01/24/2022	Phone	N	N	Closed	S-Health	1. Employee are being required to come to work with signs and symptoms of COVID-19.	Resolved through inquiry process.
C-1858280	SIERRA WELL		01/22/2022	Phone	N	N	Closed	S-Health	1. 8 employees tested positive and the employer did not shut the store down. 2. Employees are required to get tested on site by un-trained employees.	Resolved through inquiry process.
C-1858375	RENO VA MEDICAL CENTER		01/25/2022	Phone	N	N	Closed	S-Health	1. Staff working on the COVID floor are not provided with the proper PPE to treat COVID patients. 2. The HR Department's heating system is blowing air from the COVID floor possibly exposing employees to COVID.	Resolved through inquiry process.
C-1858620	RENO VA MEDICAL CENTER		01/25/2022	Phone	N	N	Closed	S-Health;S-Safety	1. Located in the ICU, Emergency Room, B-5, B-4 locations, support staff are required to work in areas without specific safety training for these respective areas. 2. Support staff are directed to use PAPR and N-95 masks without training or fit testing. 3. COVID positive staff members are required to work exposing other employees to the potential virus contraction.	Resolved through inquiry process.
C-1859199	GOLD DUST WEST CARSON CITY		01/26/2022	Phone	Y	N	Closed	S-Health	1. Two casino employees working the swing shift, are being allowed to work post 5 day quarantine. The employees are still exhibiting COVID symptoms and potentially exposing other employees to the virus contraction during their work shift.	Resolved through inquiry process.
C-1859595	SIERRA EYE ASSOCIATES		01/27/2022	Phone	Y	N	Closed	S-Safety	1. Emergency exits blocked. 2. No emergency exit signs above doors. 3. Emergency evacuation plans are not posted throughout building.	Resolved through inquiry process.
C-1860217	Fort Dearborn Company		01/28/2022	Phone	Y	N	Closed	S-Health	1. Located in the manufacturing area, employees are not wearing face masks per current Covid mandates.	Resolved through inquiry process.
C-1862152	UNION SUPPLY COMPANY		02/02/2022	Phone	Y	N	Closed	O-Health	1. At the main warehouse area, restrooms are unsanitary and not properly maintained.	Resolved through inquiry process.
C-1862513	SOUTHWEST ANSWERING SERVICE		02/03/2022	Phone	Y	N	Closed	S-Health	1. Failure to comply with the mandate for employees to wear face coverings.	Resolved through inquiry process.
C-1866548	CLEANAIRE, INC.	PAMLICO-AIR	02/12/2022	Phone	Y	N	Closed	O-Health	1. No toilet paper provided. 2. No paper towels provided. 3. The kitchen floor is dirty.	Resolved through inquiry process.
C-1866557	CRBR Property Damage Services - Restoration & Construction, Reno		02/15/2022	Phone	Y	N	Closed	S-Safety	1. 896 C Street house: An employee is exposed to overhead falling objects while performing remediation work in a single story home that has fire damage.	Resolved through inquiry process.

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C-1867155	RIDLEYS FAMILY MARKET AND ACE HARDWARE		02/16/2022	Phone	Y	N	Closed	O-Safety	1. Located at the store, in the front sales area and back storage room, fire extinguishers have not been serviced or inspected.	Resolved through inquiry process.
C-1867856	NEVADA RECYCLING AND SALVAGE		02/18/2022	Phone	Y	N	Closed	S-Safety	1. Dumping area; The pile of rubbish is 20 feet high and it is impeding the exit of employees. 2. The pile is also a fire hazard.	Resolved through inquiry process.
C-1868039	UPS		02/18/2022	Phone	Y	N	Closed	S-Health	DMP Area: There is no absorbent material for cleaning up chemical spills. Employees are being required to palletize damaged/leaking containers in the DMP Area. Various leaking chemicals are comingled and present a hazard to employees.	Resolved through inquiry process.
C-1872159	UNITED PARCEL SERVICE, INC.	UPS - RENO	03/02/2022	Phone	Y	N	Closed	S-Health	Located in the facility, diesel trucks are running inside the facility with no ventilation. Employees are reporting headaches and dizziness.	Resolved through inquiry process.
C-1874202	KROMER INVESTMENTS INC.		03/10/2022	Phone	Y	N	Open	S-Health	At Village of the Pines; 1. Employees potentially exposed to asbestos when patching/painting walls and other repairs in the apartments. 2. Employees are not provided with asbestos training. 3. Employees are not provided PPE, such as gloves. 4. Upon request, employees are provided with respirators but there is no program in place.	Resolved through inquiry process.
C-1875333	ENHANCED ELECTRICAL SERVICES		03/14/2022	Phone	Y	Y	Closed	S-Safety	1. Employees using boomlifts have not been trained to use the equipment. 2. When performing construction work on roof tops at heights over 20 feet, employees are not utilizing any means of fall protection and they are told that a warning line is good enough. 3. The employer is not ensuring that electrical equipment is rendered inoperative prior to employees working on it.	\$0.00
C-1875383	ENHANCED ELECTRICAL SERVICES INC.		03/15/2022	Phone	Y	Y	Closed	S-Safety	1. Employees who need to perform LOTO activities in the field are not being provided the proper equipment to safely do so. 2. The employer is requiring field employees to utilize faulty fall protection equipment such as frayed and damaged harnesses that are kept at the facility. 3. The employer is requiring field employees to utilize damaged step ladders that are kept at the facility.	\$0.00
C-1876192	Q.M. CORP	THUNDERBIRD RESORT CLUB	03/17/2022	Phone	Y	N	Closed	S-Safety	1. The owner is allowing employees who are COVID-19 positive, to return to work before finishing the CDC quarantine period guidelines. 2. Hardhats are not being worn inside the clubhouse that is being built. 3. Safety glasses are not being provided when using a rotary hammer drill.	Resolved through inquiry process.
C-1876648	WELL CARE SERVICES		03/18/2022	Phone	Y	N	Closed	S-Safety	1. At the west side of the existing two story apartment complex, there are two sets of metal and concrete stairs used to access the upper floors. The stairs are used by employees as primary access and egress to the upper floor. The metal framing of the stairs have rusted and are broken. The concrete inset steps are crumbling and falling to the ground level. The structure of both stairways are wobbly and sway causing a trip hazard.	Resolved through inquiry process.

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C-1878444	Bill Miller Equipment Sales		03/24/2022	Phone	Y	N	Closed	O-Health;S-Safety	1. First-aid kits expired/out of date. 2. Employees working without light. Overhead lights removed and not replaced.	Resolved through inquiry process.
C-1879156	VISTAPRINT		03/28/2022	Phone	Y	Y	Closed	S-Safety	1. On 3/24/22, employees were tasked with taking down pallet racking. While taking down the racking a beam fell striking two of the employees. One employee sustained an injury to their leg, the other employee was admitted to the hospital with a concussion.	\$0.00
C-1879353	PANASONIC ENERGY OF NORTH AMERICA		03/28/2022	Phone	Y	N	Closed	S-Safety	1. In the Winding Area, Phase 1, Assembly Division: The flexible cord, used for charging, on a pallet jack is missing the ground prong.	Resolved through inquiry process.
C-1879534	DOLLAR TREE STORES, INC.	Dollar Tree Store #1729	03/29/2022	Phone	Y	Y	Open	S-Health;S-Safety	1. The back room is cluttered with boxes and pallets making passage difficult. 2. Boxes/merchandise are not securely stacked. 3. Exits are blocked. 4. Fire extinguishers are blocked. 5. Restrooms are not provided with toilet paper. 6. Restrooms are not provided with soap. 7. Light switches located at the checkout registers spark when turned on and off. 8. Other than paper towels, cleaning supplies are not provided to clean up after bloody customers.	Pending
C-1879644	ALOFT RENO-TAHOE INTERNATIONAL AIRPORT		03/29/2022	Phone	N	N	Closed	S-Health	Employees are bringing their dogs to work. The dogs are defecating in the kitchen where food is prepared for guests.	Resolved through inquiry process.
C-1880538	NEVADA YOUTH TRAINING CENTER		03/31/2022	Phone	Y	N	Closed	S-Health	At the facility, in the Mountaineer Cottage, the flooring is being removed by maintenance staff. The flooring contains asbestos and is being replaced with flooring tiles that contain asbestos per labeling on the tile boxes. 1. Maintenance staff are generating large amounts of dust and are not wearing PPE. 2. There is no containment to the contaminated areas. 3. Staff members are walking into the contaminated areas without notice of the hazards or PPE	Resolved through inquiry process.
C-1849137	Swissport USA, Inc.		01/03/2022	Phone	Y	N	Closed	O-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Management employees are not wearing face coverings in office areas, break areas and in planes during servicing. Hazard Location: Office and break room areas are in Terminal 3, 1st level below E gates #1 through #3. In planes on tarmac. 1/3/2022 EZ	Resolved through inquiry process.
C-1849226	Urgent Care Nevada, LLC	CareNow Urgent Care	01/04/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to following CDC guideline for employees who test positive for COVID-19. An employee has tested positive for COVID-19 on 1/3/2022 and was allowed by her supervisor to come in to work, exposing employees and patients to COVID-19. Hazard Location: Throughout 1/4/2022 RM	Resolved through inquiry process.
C-1849254	InTouch Marketing, Inc.	InTouch Medical Marketing	01/04/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees were observed not wearing their face covering properly or not wearing them at all. Hazard Location: Throughout. 1/4/2022 RM	Resolved through inquiry process.

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C-1849272	InTouch Marketing, Inc.	InTouch Medical Marketing	01/04/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees were observed not wearing their face covering. Hazard Location: Throughout. 1/4/2022 RM	Resolved through inquiry process.
C-1849390	Gilley's Saloon		01/04/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees testing positive at the workplace. Seven employees have tested positive for COVID-19 and the employer has not performed trace contact to ensure employees who were exposed quarantine for 10 days. HAZARD LOCATION: Throughout 1/4/22	Resolved through inquiry process.
C-1849396	Ace Pest Control		01/04/2022	Phone	N	N	Closed	S-Health	1. On January 4th, several employees were sent into the home of a customer who had recently contracted Covid-19. The employees were not permitted to change their masks, gloves, or any other personal protective equipment, potentially exposing them to Covid-19. The supervisor stated that it was a personal problem. HAZARD LOCATION: Throughout 1/4/22	Resolved through inquiry process.
C-1849401	City of Las Vegas Dula Community Center		01/04/2022	Phone	Y	N	Closed	S-Health	1. In the office area, employee cubicles are not tall enough to separate staff. Employees are permitted to remove their face covers when at their cubicle. Employees are being potentially exposed to COVID-19 due to a lack of social distancing/face cover use. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to persons/patrons wearing face coverings while in the Employer's establishment. Members of the public are practicing basketball in the gym and are not wearing face covers. The gym is in close proximity to the employee office area, and employees are being potentially exposed to COVID-19 due to the unmasked public.	Resolved through inquiry process.
C-1849994	InTouch Marketing, Inc.	InTouch Medical Marketing	01/04/2022	Phone	Y	N	Closed	S-Health	1. There are no smoke detectors. HAZARD LOCATION: Throughout 1/4/22	Resolved through inquiry process.

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C-1849998	Arroweye Solutions		01/04/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees testing positive at the workplace. Several employees have tested positive for COVID-19 and the employer has not performed trace contact to ensure employees who were exposed quarantine for 14 days. Employees who were in close proximity to them during routine tasks were not allowed to test for Covid-19 and required to continue working. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to maintaining a minimum 3-feet of separation between employees in public spaces. Employees are required to work in close proximity and do not have an area in which they can fully separate from their coworkers. 3. The employer is not complying with the Governor's COVID-19 mandate in regard to sanitizing high-touch surfaces after each use. There have not been any cleaning groups, or any employees put in charge of sanitizing high touch areas, and employees are concerned they may become ill if they continue working while these areas are unsanitary. HAZARD LOCATION: Throughout 1/4/22	Resolved through inquiry process.
C-1849999	St. Rose Pediatrics		01/04/2022	Phone	N	N	Closed	O-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees testing positive at the workplace. Several employees have tested positive for COVID-19 and the employer has not performed trace contact to ensure employees who were exposed quarantine for 14 days. Employees who were in close proximity to them during routine tasks were not allowed to test for Covid-19 and required to continue working. HAZARD LOCATION: Throughout 1/4/22	Resolved through inquiry process.
C-1850596	State of Nevada Desert Regional Center		01/06/2022	Phone	Y	N	Closed	O-Health	1. Employees are concerned that the employer does not ensure that the health status of employees is adequately being monitored. Employees are displaying COVID-19 symptoms in the workplace and are not instructed to stay home to prevent or reduce the risk of transmission of the virus that causes COVID-19. Hazard location: Suite C of 5550 West Flamingo Road. 1/6/2021 EH	Resolved through inquiry process.
C-1851682	Nye County Board of County Commissioners		01/07/2022	Phone	Y	N	Closed	O-Safety	1. The employer does not ensure employees are protected from potential workplace violence. Areas within the Tonopah Justice Court that are controlled by the Nye County Board of Commissioners currently allow the general public to carry firearms within the facility. Hazard location: Within the Tonopah Justice Court. 1/7/2021 EH	Resolved through inquiry process.
C-1851907	Acceleration Academy North		01/10/2022	Phone	N	N	Closed	S-Health	1. An employee tested positive for COVID-19 and the employer did not inform employees of possible exposure which is not required under current guidelines. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to sanitizing high-touch surfaces after each use. HAZARD LOCATION: Throughout 1/10/2022	Resolved through inquiry process.

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C-1851978	Spanish Hills Wellness Suites		01/10/2022	Phone	Y	Y	Closed	S-Health	1. Viral hazard bags are being disposed of with the garbage. They are not being separated, as they are a biohazard, and pose a risk to employees throwing away garbage. HAZARD LOCATION: Garbage area, outside. 1/10/22	\$0.00
C-1851982	Smith's Food and Drug Center #366		01/10/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to persons/patrons wearing face coverings while in the Employer's establishment. Management has told employees that they cannot require patrons to wear masks, and that it's "out of their hands." 2. Safety screens are not put up to protect employees from bodily fluids. Employees have to stand behind small screens that are constantly sneezed and coughed on, and do not have time to clean or adjust the screens to protect themselves. HAZARD LOCATION: Throughout 1/10/22	Resolved through inquiry process.
C-1851984	MGM Resort International	New York New York Hotel & Casino	01/10/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to persons/patrons wearing face coverings while in the Employer's establishment. Multiple patrons have entered the casino area without masks and management stated that they "couldn't care less if someone dropped dead, employees needed to not say a word about the mask mandate." Hazard location: Throughout 1/10/22	Resolved through inquiry process.
C-1851989	Southern Glazer's Wine and Spirits, LLC	Southern Glazer's Wine & Spirits of Nevada	01/10/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees testing positive at the workplace. Several employee has tested positive for COVID-19 and the employer has not performed trace contact to ensure employees who were exposed quarantine for 10 days. Employees are coming back to the office after five days of quarantine, while still showing symptoms. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to social distancing between employees. Employees are required to sit in a small room and share desks, without plastic partitioning, that put them within a foot of one another. HAZARD LOCATION: Distribution Office 1/10/22	Resolved through inquiry process.
C-1851991	Duralum Products		01/10/2022	Phone	Y	N	Closed	S-Health;S-Safety	1. Racks are not bolted in, and heavy material is loaded onto them using forklifts. Employees are concerned the racks may fall and they will be injured by the materials. HAZARD LOCATION: Throughout 1/10/22 KR	Resolved through inquiry process.

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C-1852347	Sesame	McDonalds	01/07/2022	Phone	N	N	Closed	O-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to following CDC guidelines for employees who have had close contact (within 6 feet for 15 minutes or longer) with an individual who tested positive for COVID-19. The employer is allowing an employee that has not produced a positive or negative COVID-19 test that is symptomatic of COVID-19 to work in close contact with other employees in the kitchen, drive-through, and counter spaces. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to requiring employees to stay home if symptomatic. The employer is allowing an employee that is symptomatic of COVID-19 to continue working with other employees potentially exposing them to COVID-19. Hazard Location: The McDonald's restaurant. 01/07/2022 NC	Resolved through inquiry process.
C-1852384	Global Payments Gaming Solutions		01/07/2022	Phone	Y	N	Closed	S-Health	1.) The employer is allowing employees to work without adequate heating in the facility during the cold weather. Employees are potentially exposed to health concerns from cold temperatures inside the facility. 2.) The employer is not complying with the Governor's COVID-19 mandate in regard to following CDC guidelines for sanitizing high-touch surfaces after each use. Several employees have tested positive for COVID-19 in recent weeks and the employer has not implemented or increased sanitizing per CDC guidelines. 3.) The employer is not complying with the Governor's COVID-19 mandate in regard to following CDC guidelines for employees who have had close contact (within 6 feet for 15 minutes or longer) with an individual who tested positive for COVID-19. The employer is not informing employees that have been in close contact with another employee that has tested positive for COVID-19. Hazard Location: Throughout facility. 01/07/2022 NC	Resolved through inquiry process.
C-1853592	Denny's #2337		01/13/2022	Phone	Y	N	Closed	O-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees are not wearing or improperly wearing face coverings. Hazard Location: Inside the restaurant. 01/13/2022 JW	Resolved through inquiry process.
C-1853987	Tacos N' Ritas - Venetian Casino Food Court		01/03/2022	Phone	Y	N	Closed	O-Health	1. Several employees are currently sick, but the employer is not requiring the sick employees to test for COVID-19.	Resolved through inquiry process.
C-1854054	Flamingo Las Vegas Operating Company, LLC	Flamingo Hotel & Casino	01/04/2022	Phone	Y	N	Closed	O-Health	1. Employees and customers are coming into the hotel and are sick with COVID-19. The employer is not sending employees home even if they are displaying COVID-19 symptoms.	Resolved through inquiry process.
C-1854080	Walmart #3473		01/08/2022	Phone	Y	N	Closed	S-Health	1. Employees are being permitted to work while displaying symptoms of COVID-19. The employer has recently stopped conducting symptom assessments.	Resolved through inquiry process.

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C-1854130	The Nestled Recovery Center		01/14/2022	Phone	N	N	Closed	S-Health	1. The facility has been operating without any Covid-19 policies and mandates, and has been admitting patients that are Covid-19 positive to mingle with other patients. A policy was put into place January 11th, 2022, but does not address how to handle patients that have tested positive or what to do if employees test positive. 2. Employees are being exposed to Covid-19 because of a lack of policies and no personal protective equipment being provided. Staff is not permitted to put them into quarantine or quarantine themselves. Hazard location: Throughout 1/14/2022	Resolved through inquiry process.
C-1854168	Nevada Property 1, LLC	The Cosmopolitan of Las Vegas	01/13/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees testing positive at the workplace. Several employees have tested positive for COVID-19, and continued to work, and the employer has not performed trace contact to ensure employees who were exposed quarantine for 14 days. Hazard Location: Housekeeping Department	Resolved through inquiry process.
C-1854175	Qualis Standard LLC		01/13/2022	Phone	Y	N	Closed	O-Health	1. The facility is burning the sugar when making cannabis gummies and creating enough smoke that employees are showing symptoms of coughing, red eyes, and wheezing. There is no ventilation in the facility, and the owner openly admitted to staff that the smoke "could kill them." Hazard Location: Throughout	Resolved through inquiry process.
C-1854246	Camping World of Henderson		01/13/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. The general manager is wearing an inappropriate face covering. 2. Employees who have tested positive are allowed to continue working, resulting in possible exposure to other employees. Hazard Location: The entire establishment.	Resolved through inquiry process.
C-1854266	Shake Shack		01/13/2022	Phone	Y	N	Closed	S-Health	1. An employee tested positive for COVID on 12/27/21. The employer did not perform a deep cleaning causing other employees to test positive for COVID. Hazard Location: The entire establishment.	Resolved through inquiry process.
C-1854780	Sam's Club #8177		01/18/2022	Phone	Y	N	Closed	O-Safety	1. Employees play loud music when operating the forklifts inside the establishment. Employees working in the same area are concerned for their safety.	Resolved through inquiry process.
C-1855131	Plaza Hotel and Casino		01/18/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. An employee in the kitchen does not wear a mask. Other employees have voiced their concerns to management but not corrective action has been taken.	Resolved through inquiry process.
C-1855168	Desert Plastering L.L.C.		01/18/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. When OSHA last came into the office, management told all employees to where a face mask because OSHA was going to walk-around and check for masks. At other times, all employees do not wear a face mask. Hazard Location: Throughout the office. 1/18/2022	Resolved through inquiry process.

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C-1855710	TeleFund, LLC		01/19/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to sanitizing high-touch surfaces in the restrooms. 3. The employer is not complying with the Governor's COVID-19 mandate to provide face covering to employees.	Resolved through inquiry process.
C-1855822	Orthopaedic Specialists of Nevada		01/19/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings.	Resolved through inquiry process.
C-1855856	Earl of Sandwich		01/05/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to quarantining employees who have tested positive for COVID-19. The employer is telling everyone that is sick that they cannot call in and they need to come in to work even if they have COVID-19. Hazard Location: Throughout. 1/5/2022 bb	Resolved through inquiry process.
C-1855871	Smith's #318		01/05/2022	Phone	Y	N	Open	S-Health	1. Courtesy clerks are being required to clean the store restrooms and empty the trash. The employees' clean stalls within the restroom that have been over full of urine and fecal matter, and empty trash where needles and blood are often found. The employees have not received training on proper procedures for handling needles or exposure to blood or other potentially infectious materials. Hazard Location: Throughout. 1/5/2022	Pending
C-1855917	Golden Nugget Hotel & Casino		01/19/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees are not wearing face coverings or are wearing inappropriate mask which do not prevent aerosol particulates from escaping.	Resolved through inquiry process.
C-1855921	CareFirst Urgent Care		01/05/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to quarantining employees who have tested positive for COVID-19. An employee tested positive for COVID-19 and was allowed to continue working the entire week all the way up until they tested negative. Hazard Location: Throughout. 1/5/2022	Resolved through inquiry process.
C-1856318	Majestic Nevada Property Holdings, LLC	Silverton Casino, LLC	01/19/2022	Phone	Y	Y	Closed	O-Health	1. An employee was permitted to enter the building while actively displaying symptoms of COVID-19. The employee then lied on the company COVID-19 symptom assessment. 2. An employee had direct exposure to a COVID-19 positive family member but was not required to complete the required 5 day quarantine period. Hazard Location: At one of the casino bars.	\$0.00
C-1857046	Sitel		01/20/2022	Phone	Y	N	Closed	O-Safety	1. The employer provided equipment to employees that had not been cleaned and sanitized.	Resolved through inquiry process.
C-1857339	Clark County Business License		01/21/2022	Phone	Y	N	Closed	S-Health	On December 7, 2021, employees were exposed to toxic fumes coming through air vents. Employees experienced shortness of breath, headaches and dizziness. One employee was hospitalized for thirty six hours and was provided medical care.	Resolved through inquiry process.

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C-1857789	Z Mart		01/24/2022	Phone	Y	N	Closed	O-Health	1. An employee tested positive for COVID-19. The employer permitted the employee to return even though the employee still and symptoms of COVID-19. Additionally, three other employee are now displaying symptoms of COVID-19 and are not being sent home. 2. The employer did not conduct any workplace sanitizing after the employee tested positive for COVID-19. 3. Employees are to being provided with PPE such as gloves. 4. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings.	Resolved through inquiry process.
C-1857808	DTA Security Services		01/24/2022	Phone	Y	N	Closed	O-Health;S-Safety	1. A disgruntled employee attempted to gain entry to the facility's office. While attempting to deny the employee's entry, the company's owner pulled a firearm and aimed it at the disgruntled employee. During the incident, the owner's barrel swept (pointed the firearm at) a nearby employee. The owner then fired a warning shot into the ceiling of the structure at close range to other by-standing employees. Employees potentially sustained hearing damage. 2. The disgruntled employee threatened the office staff with physical violence during the altercation.	Resolved through inquiry process.
C-1857966	Bubba Gump Shrimp Co.		01/24/2022	Phone	Y	N	Closed	O-Health	1. An employee started displaying symptoms of COVID-19. The employer is requiring/allowing this employee to continue working even while symptomatic.	Resolved through inquiry process.
C-1857998	Desert Willow Treatment Center		01/24/2022	Phone	Y	N	Closed	O-Health	1. Employees are providing care to patients in the COVID-19 ward. The same employees will provide care to patients outside the COVID-19 ward on the same day or shift. 2. Employees are not provided N95 face masks or eye protection.	Resolved through inquiry process.
C-1858846	City C Store LLC	7 Eleven Food Store 1608 39487	01/25/2022	Phone	Y	N	Closed	S-Health	1. Employee is working while testing positive from COVID-19 and other employees tested positive. 3-4 employees tested positive. 2. Employees are working under the influence of drugs and alcohol. Hazard Location: The entire store	Resolved through inquiry process.
C-1858850	OSM Worldwide		01/25/2022	Phone	Y	N	Closed	O-Safety;S-Health	1. Forklift are being driven at unsafe speeds. 2. Employees do not perform safety checks on the forklifts prior to their use. 3. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees are not wearing face coverings. 4. Employees who are sick are allowed to continue working until they test positive for COVID-19. Hazard Location: The entire establishment	Resolved through inquiry process.
C-1858864	LAS8 - Amazon Fulfillment		01/25/2022	Phone	Y	N	Closed	O-Safety	1. There are 2 multi ship item bag machines in the warehouse and 5-7 employees are experiencing lower lumbar pain because employees must bend over to use the machine. 2. The smoke detector on support beam H18 is nonfunctional. 3. Support cables on the above the warehouse floor are building up debris creating a housekeeping concern about potential mold. HAZARD LOCATION: The entire warehouse. 01/26/2022 JW	Resolved through inquiry process.

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C-1859712	Jack in the Box		01/26/2022	Phone	Y	N	Closed	O-Health	1.) Employees have concerns of workplace sanitation procedures. HAZARD LOCATION: Throughout. 1/27/2022 JW	Resolved through inquiry process.
C-1860225	Absolute Flood Response		01/28/2022	Phone	Y	N	Open	O-Health	1.) The employer is providing tight-fitting respirators to employees but the employees have not received a medical evaluation, have not been fit tested, and are being provided P-100 biological particle filters while doing mold and asbestos abatement work. 2.) Employees are being required to use other employees' respirators and reuse cartridges past their expiration date. 3.) The provided respirators have damaged O-rings and are not sealing correctly potentially exposing employees to airborne mold particulate and asbestos fibers. 4.) Employees are conducting construction activities such as drywalling but are not required to obtain OSHA-10 cards prior to working. Hazard Location: Employees are dispatched from the warehouse to various sites across Las Vegas, NV.	Pending
C-1860233	Creative Closets & Cabinetry, LLC		01/28/2022	Phone	Y	N	Closed	S-Safety	1. Employees engaged in carpentry work utilizing miter saws, angles grinders and table saws are not provided with personal protective equipment exposing employees to lacerations and flying objects. 2. Employees engaged in carpentry work utilizing angle grinders and table saws without guards exposing employees to lacerations and amputations. 3. Two emergency exits are blocked by materials hindering employees from exiting the building during a fire or other emergencies. 4. One emergency exit is locked from the inside by a bar and pad lock, preventing employees from using that emergency exit during a fire or other emergency. Hazard Location: Warehouse. 1/28/2022 RM	Resolved through inquiry process.
C-1860267	Dinosaurs and Roses		01/28/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. There is an employee that refuses to wear a face mask and has hung signs on the window of the business which state "no masks required; This employee has recently become the store manager and continues to discourage the use of face masks. 2. The employer is not complying with the Governor's COVID-19 mandate in regard to persons/patrons wearing face coverings while in the Employer's establishment. Customers are no longer wearing face masks while within the store due to the signs that the manager hung, discouraging the use of masks. Hazard Location: Throughout. 1/28/2022	Resolved through inquiry process.
C-1860777	Nye County School District	Nye County School District Transportation	01/31/2022	Phone	N	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Management and employees in the establishment do not wear face coverings. Hazard location: Within the office and mechanic shop of the bus yard. 1/31/2022 EH	Resolved through inquiry process.

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C-1861398	Trinity Services Group, Inc		02/01/2022	Phone	Y	N	Open	O-Safety	1. One floor drain that is approximately twelve inches in diameter is missing a cover exposing employees to a tripping or fall hazards 2. Three floor drains approximately twelve inches in diameter with covers are not secured causing the covers slide away from the drain when employees step on it, exposing employees to a slipping hazard. Hazard Location: Kitchen floor and dining room floor-Clark County Detention Center 2/1/2022 RM	Pending
C-1863408	Nara Investment Inc	Nara Grill & Lounge	02/04/2022	Phone	Y	N	Closed	S-Health	1.) The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. The employer allows employees to work throughout the restaurant without a face covering. Hazard Location: Throughout Restaurant 02/04/2022 NC	Resolved through inquiry process.
C-1863556	Heroic Supply Inc	DBA Heroic Apparel	02/07/2022	Phone	Y	N	Closed	O-Health	1. Employees are concerned of the potential hazardous chemicals in their work environment. Employees have voiced their concerns of the strong chemical smells produced from the screen printing process and the employer does not adequately ventilate the warehouse area or provide personal protective equipment. Hazard location: In the warehouse area of the establishment. 2/7/2022 EH	Resolved through inquiry process.
C-1863668	TA Operating, LLC.	Petro Travel Center	02/04/2022	Phone	Y	N	Closed	S-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Ten employees and two managers have been observed without wearing face coverings. Hazard Location: Throughout convenient store 2/4/2022 RM	Resolved through inquiry process.
C-1864015	Lowe's Home Centers, LLC.		02/08/2022	Phone	Y	N	Closed	O-Health	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees are not wearing masks in the workplace, nor does management enforce the face mask requirement for employees. Location: Store interior SP 2/8/22	Resolved through inquiry process.
C-1864760	YRC Inc.	YRC Freight	02/09/2022	Phone	Y	N	Closed	O-Safety	1. The employer is not complying with the Governor's COVID-19 mandate in regard to employees wearing face coverings. Employees and management are not wearing face coverings. Hazard Location: The Entire Establishment	Resolved through inquiry process.
C-1865195	Seven Hills Pet Hospital		02/10/2022	Phone	Y	N	Closed	O-Health	1. Employees are administering anesthetic gases to animals and are not provided with a well-ventilated room. Hazard Location: Throughout 2/10/2022 bm	Resolved through inquiry process.

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C-1865473	Legacy Funeral Holdings of Nevada, LLC	Davis Funeral Home & Memorial Park	02/10/2022	Phone	Y	Y	Closed	O-Safety	1. Two flat surface lifts are used approximately 4-5 times a week to perform work at elevated heights up to 30 feet to remove granite panels and push caskets into crypts. The lifts are not equipped with guardrails to prevent employees from falling. 2. An employee injured their fingers, potentially having crushed their fingers while working from the flat surface lift. The supervisor was made aware of the incident, but no further action was taken. 3. Employees routinely smoke marijuana and are allowed to operate heavy equipment and vehicles, such as the backhoe and golf carts. 4. The lowering devices to lower caskets broke and another device was borrowed from another center. However, the borrowed device is unstable and has mechanical failures to it. Employees are concerned that they will drop the casket. Hazard Location: Throughout 2/10/2022 bm	\$0.00
C-1865953	MGM Grand Hotel/Casino		02/10/2022	Phone	Y	N	Closed	O-Health	1. The cleaning chemicals that housekeeping employees used were replaced with acid chemicals and stored in the same area that the normal cleaning chemicals had been stored. Housekeeping employees had been using these acid chemicals for a week and were not informed of the change by the supervisors. Hazard Location: Housekeeping chemical storage rooms. 2/10/2022 bm	Resolved through inquiry process.
C-1866213	Sunset Erectors, Inc.		02/14/2022	Phone	Y	N	Closed	S-Safety	1. Employees are operating grinders without guards. 2. Employees are using ladders that are too small for the work that is being performed requiring employees to stand on the top rung of the ladder. 3. Employees are operating boom lifts without using fall protection equipment. Hazard Location: Dean Peterson Elementary School construction site	Resolved through inquiry process.
C-1866218	The Penta Building Group, LLC		01/04/2022	Phone	Y	N	Closed	S-Health	1. On 1/3/2022, a crew of 7 employees were instructed to remove sections of a roof structure from a job site located at 200 East Fremont Street. The employer failed to inform the employees of the potential exposure to asbestos prior to work activity and did not adequately provide containment of asbestos containing material. The employees removed roof materials for approximately 8 hours before being informed of the potential exposure to asbestos. Hazard location: At the Fremont Roof Expansion project located at 200 East Fremont Street, Las Vegas, Nevada 89101 1/4/2022 EH	Resolved through inquiry process.
C-1866909	Renuoil of America, Inc.		02/16/2022	Phone	Y	N	Closed	S-Safety	1. Employees are required to load large bales of recyclables weighing 500-800 lbs. onto trucks using flat dollies. Employees are concerned for their physical safety when having to move the bales off of the dollies by hand as bales have fallen back onto employees causing back injuries. 2/18/2022 JB	Resolved through inquiry process.

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C-1867012	Kabob 'N More		02/16/2022	Phone	N	N	Closed	O-Health	1. There is mold in the pots used to prepare and serve food. 2. The employers keeps all food until it is sold even if it has expired. 3. The employees working in the kitchen do not have food handler cards. 02/16/2022 JB	Resolved through inquiry process.
C-1867034	Family Dollar		02/16/2022	Phone	Y	N	Closed	O-Safety	1. Employees are unable to use the bathroom as the door is broken. Management is aware of the issue but has not repaired the door. 02/18/2022 JB	Resolved through inquiry process.
C-1867761	Casino Party Creations, LLC	Las Vegas Party Rentals	02/18/2022	Phone	Y	Y	Closed	S-Safety	1. An employee with no training amputated three fingers on their right hand while using a saw in the workplace. 2. The employer did not report a workplace amputation as required to Nevada OSHA.	\$0.00
C-1867934	Lake View Cheese Co. LLC		02/18/2022	Phone	Y	N	Closed	S-Health	1. Employees are being exposed to unsafe levels of noise. Employees in the production area are working in 8 hour shifts around cheese production/grating machinery. 2. Employees are not being provided any or adequate hearing protection.	Resolved through inquiry process.
C-1868757	Park MGM		02/22/2022	Phone	Y	N	Closed	O-Health	1. Employees are required to utilize hazardous chemicals as a part of their job assignments prior to receiving hazard communication training on those chemicals. 2. Employees have received skin and eye burns after using chemicals such as degreaser to clean kitchen stoves and hoods. The only personal protective equipment provided to employees who utilize such chemicals is gloves. Hazard Location: Within the stewarding department. 2/22/2022 bb	Resolved through inquiry process.

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C-1868783	The Artisan		02/22/2022	Phone	Y	N	Open	S-Safety	1. There was an incident that occurred on January 16, 2022, at the Artisan Hotel that resulted in the hospitalization of an employee. The employee was servicing a VIP suite that required them to re-plug a lamp and turn that lamp on when they received an electrical shock which resulted in the lamp catching fire and yielding sparks which thrust the employee against the room wall. The employee advised the employer of burns and a numb hand however the employer just provided the employee with an ointment and instructed the employee to go home since it was the end of their shift. On the following day the employee instructed the employer that they were no feeling well and would be seeking medical attention at Concentra. After receiving physical therapy due to the injury, the employee became unable to breathe and as admitted into Dignity Health - St. Rose Dominican Hospital, North Las Vegas Campus, on February 12, 2022, where they were diagnosed with a second degree burn to the right hand, cervical strain, electric shock, and right shoulder strain. the employee was then transferred to Dignity Health - St. Rose Dominican Hospital, San Martin Campus, where it was later discovered that the employee suffered from a broken rib following the incident and the physical therapy following the incident caused that broken rib to puncture the employee's lung. 2. When the employer was made aware of the incident the lamp was taken out of service however no care was provided to the employee and the employee was not instructed to seek any care. The on-site management advised the employee that they were not aware of the proper procedure for such incidents. Hazard location: Artisan Hotel, VIP room. 2/22/2022	Pending
C-1869082	Walmart Supercenter		02/22/2022	Phone	Y	N	Closed	O-Safety	1. Employee believes the motorized cart pusher they are told to use is unsafe. Management threatened the employee with termination if they reported it. Hazard Location: Parking Lots	Resolved through inquiry process.
C-1869531	Quicky Car Wash		02/24/2022	Phone	Y	N	Closed	S-Health;S-Safety	1. Employees are required to go into the fan room to clean and remove items however there is no lock out tag out procedure in place. 2. Employees have to enter confined space areas such as the sand trap for cleaning purposes however there is no confined space program and none of the employees have received confined space training. Hazard Location: Throughout the fan room and the sand trap. 2/24/2022	Resolved through inquiry process.
C-1870681	Los Tacos		02/28/2022	Phone	Y	N	Open	O-Safety	1. The hoods and vents in the kitchen are not working properly and fill the kitchen with smoke daily. Management denied an employee's request to have the hoods and vents inspected.	Pending

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C-1870945	Home Depot U.S.A., Inc.	The Home Depot #3303	03/01/2022	Phone	N	N	Closed	O-Safety	1. Restrooms at the facility are always out of order and not available for use. Employees do not have access to restrooms throughout their shift. Hazard Location: Throughout. 3/1/2022 DG	Resolved through inquiry process.
C-1871986	Nevada Department of Transportation		03/03/2022	Phone	Y	Y	Open	S-Health	1. On 3/2/2022, asbestos has been reported by the employer and remediation has begun. The remediation activity is not adequate to contain the exposure to asbestos. Vents from the building are believed to be releasing asbestos. There are holes in the plastic containment around the building. 2. Employees are concerned that other buildings in the establishment could have asbestos and have exposed other employees. Management has not informed its employees if inspections of other buildings were conducted and have not reported the findings to its employees. Hazard Location: Training Building C 3/3/2022 RM	Pending
C-1872888	Railroad Pass Hotel & Casino		03/07/2022	Phone	Y	N	Open	O-Safety	1. The employer is requiring employees to enter the casino through an active construction site of the property. The employer is not providing or requiring employees to wear hard hats or safety boots. Employees maybe struck in the head or receive punctures to the feet, from general construction hazards. The construction site entrance has a sign that requires that all who enter the constructions site to wear hard hats and safety boots. Hazard Location: The construction site & casino entrance on the East side of the property. 3/7/2022 EZ	Pending
C-1872895	GE Engine Services, LLC	GE Transportation	03/07/2022	Phone	Y	N	Open	O-Safety	1. There are railcar wheel assemblies that are blocking the emergency exit paths. Employees may experience delays during an emergency fire escape. Hazard Location: In the "Outlet" area, leading to the North and South side emergency exits. 3/7/2022	Pending
C-1873123	Barneys Lounge		03/08/2022	Phone	Y	N	Closed	O-Safety	1. Employees work their full shift in a smoking lounge and are exposed to poor air quality due to there being no ventilation system.	Resolved through inquiry process.
C-1873797	Resorts World Las Vegas, LLC		03/09/2022	Phone	Y	N	Closed	S-Safety	1. The Employer is exposing employees to a fall hazard by providing a 8 foot A-frame ladder to access a 12 foot high ceiling hatch. Location: Convention/Ballrooms	Resolved through inquiry process.
C-1874185	Focus Plumbing LLC		03/10/2022	Phone	Y	N	Closed	O-Safety	1.) Employees are utilizing ladders for a purpose other than that for which they were designed. Employees are working unsafely from the top steps of ladders. 2.) Electrical cords have abrasions to the insulation and splices employees are using throughout the worksite. 3.) During the course of construction, trash and other debris, are not kept cleared from work areas throughout the worksite. Hazard Location: Throughout the Woodside Homes, Crystal Canyon, new residential construction worksite. 3/10/2022 JW	Resolved through inquiry process.

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C-1874595	Mandalay Bay Resort And Casino		03/11/2022	Phone	Y	N	Closed	S-Safety	1. The right-side of a double-door emergency exit has a damaged/locked panic-bar. The door does not open when the panic-bar is pushed. Hazard Location: The junction between Mandalay Bay and Delano, the marked exit door to the left of the Skyfall Lounge check-in desk.	Resolved through inquiry process.
C-1875102	Vdara Hotel & Spa		03/14/2022	Phone	Y	N	Closed	O-Safety	1. In the housekeeping locker rooms on floors 19 through 32, the floors and ceilings are coming apart. Employees are concerned about trip hazards and ceiling pieces falling on them. 2. In the guestroom hallways, the carpets and floors are lifting. Recently, an employee tripped over the lifted floor and had to receive medical attention. The employer took a report and photos of the floor but did not take further action to correct the hazard. Other employees have tripped in this area since the last incident. 3. The heavy electrical carts that housekeeping employees use occasionally malfunction resulting in the employees having to push the heavy carts. Employees are concerned they could be hit by a cart if it tipped over while being pushed over the lifted carpets and floors. 4. On the 32nd floor, there is a metal strip hanging from the ceiling around a corner that could cut employees. Hazard locations: Housekeeping locker rooms and guestroom floor hallways 3/14/2022 bm	Resolved through inquiry process.
C-1875125	Famous Dave's Bar-B-Que		03/14/2022	Phone	Y	N	Closed	O-Health	1. There is a strong sewage smell, possibly hydrogen sulfide, emanating throughout the establishment causing employees to become sick and nauseous at work. The smell occurs at least twice a day. Management stated that the health department recently visited the establishment but the smell was not present at that moment so further steps were not taken to determine the source and eliminate it.	Resolved through inquiry process.
C-1875393	Nike		03/15/2022	Phone	Y	N	Closed		A strong sewer odor is coming from the large storage room, located on the second floor of the shoe store. Employees are complaining of headaches, abdominal pain, and feeling nauseous. The condition has existed for three months.	Resolved through inquiry process.
C-1876193	Bright Way Behavioral Health		03/17/2022	Phone	Y	N	Closed	O-Safety	1. The construction crew on site have left debris, tools, and material out and blocking walkways. Employees are concerned for their safety as patient may be able to access to these materials. 2. Fire extinguishers are on the floor. 3. The emergency exit doors are locked from the inside. The interior door handles and signage are no longer in place. 03/17/2022 JB	Resolved through inquiry process.
C-1876636	Deja Vu Adult Emporium		03/18/2022	Phone	Y	N	Closed	O-Safety	1.) The employer has not provided prompt access to restroom facilities when needed for employees. There have been no working restrooms for approximately three days at the establishment. Hazard Location: Throughout.	Resolved through inquiry process.

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C-1878224	Magic Revolution LLC.		03/23/2022	Phone	Y	N	Closed	S-Safety	1. Employees are at risk of serious injury from being struck by pieces of wooden fan blades if the fan blades break during rehearsal or the actual show. Three large industrial fans with wooden fan blades the size of aircraft blades are cracking on all 3 fans. The fans are operated by employees of the show. Some performers will be directly in the line of fire if the blades break and are flung about in all directions of the theater and employees operating the fans will likely be struck by pieces of the blades as well. The fans are used as props to blow trash and confetti into the audience. The company that fabricated the fans attempted to repair the cracks with paint and caulk, but the cracks are reappearing. The fan is running at 1700 rpm (based on energy output) and should run at 835 rpm based on the specification plates on the fans which is probably contributing to fan blades beginning to crack.	Resolved through inquiry process.
C-1879801	Creative Tent International, Inc.		03/29/2022	Phone	Y	N	Closed	O-Safety	1. Employees are concerned that the employer does not provide adequate personal protective equipment. Employees working in the production area are receiving numbness in the hands from inadequate gloves when handling large sheets and conducting repetitive tasks. Hazard location: Within the production area. 3/29/2022 EH	Resolved through inquiry process.
C-1880212	Harrah's Casino Hotel Las Vegas		03/30/2022	Phone	Y	N	Open	S-Health	1. The employer has not provided hot water for sanitation purposes in the basement level bathrooms. There is no other hot water available in the basement level. Employees that work in the area, including employees that come down from upstairs do not have hot water to sanitize their hands. Hazard Location: Basement level restrooms located by the Slot Department and Security offices. Employee's that access the restrooms are; Slot Department, Security, & Rewards staff. 3/30/22 EZ	Pending
C-1854058	Resorts World Las Vegas		01/10/2022	Hotline	N	N	Closed	S-Health	1. A bunch of employees are getting infected with COVID-19 after being required to work on the same floors that COVID-19 positive guests are staying. There is no cleaning or disinfecting on the floors. Hazard Location: Throughout the floors. 1/10/2022	Resolved through inquiry process.
C-1854343	Clark County School District		01/11/2022	Hotline	Y	N	Closed	S-Health	1. At the Clark County School District business at 2832 East Flamingo Road, there is suspected asbestos within the building. On December 8, 2021, the building was evacuated due to employee health concerns related to asbestos exposure. The employer has not informed employees of any potential asbestos exposure, only that they are remodeling this location. Employees still fear potential of work-related asbestos exposure at this location after hearing of other employees who passed away with health-related concerns and believe that they employer is using the remodeling of the property to cover up the situation. Hazard Location: Clark County School District business at 2832 East Flamingo Road. 1/10/2022	Resolved through inquiry process.

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UPA #	Establishment Name	DBA	UPA Receipt Date	Receipt Type	Letter of Inquiry	Inspection	UPA Open/Closed	Severity-Subject	Hazard Desc & Location	Inspection Results/Comments
C-1877217	Wall Constructors, Inc.		03/21/2022	Hotline	Y	N	Closed	S-Safety	1. On 3/18/22 an employee was driving a nail into a piece of wood during the process of building a scaffold. The nail fell and struck the employee's eye and subsequently fell to the ground. There was no supervisor on site at the time of the incident so the employee returned to the work office with assistance from other employees. The employee was taken to UMC hospital where he was hospitalized and underwent cornea surgery and was released on 3/19/22 to home. It is unclear if the employee will be able to see out of the injured eye. The employer did not provide employees on the jobsite eye protection or an eyewash station. Hazard Location: Construction site at the corner of Sweet Holly Place Way and Hualapai.	Resolved through inquiry process.
C-1880620	Fellowes Manufacturing Company		03/31/2022	Hotline	Y	N	Closed	S-Safety	1. Forklifts are being driven recklessly by employees. Forklift drivers routinely have gotten close to hitting other employees, management, or the products they are to cart around with the forklifts. 2. Management does not communicate information regarding worksites and conditions to employees, resulting in possible workplace injuries. 3. Management encourages taking short cuts when performing routine work operations, potentially putting employees utilizing forklifts or other machinery at risk of skipping steps and becoming injured. 4. Employees are hired illegally and do not speak to other coworkers regarding potential jobsite precautions. HAZARD LOCATION: Throughout 3/31/22 KR	Resolved through inquiry process.

Advisory Council**NRS 618.347 – Report Concerning Issuance of NRS 618.375(1), NRS 618.375(2)****General Duty Citations by the Division****3rd Quarter FY22: January – March 2022****1. Big Bear Springs - Inspection 1554079**

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

At the establishment located 188 S. C Street, Virginia City, NV, an employee was exposed to the recognized hazard of amputation while operating a Snowie 1000 Ice Shaver snow cone machine. When the machine became clogged at the exit chute, the employee reached inside with the left index finger to unclog it. The employee depressed the foot pedal which turned the machine on causing the partial amputation of the fingertip.

Reference: Snowie 1000 Ice Shaver - Manufacturer instruction manual, section titled "Trouble Shooting & FAQs," page 1, states; "Snow has clogged the exit chute between the Snow Catch Flap and Ice Paddles; Using the provided ice chipper handle, push the snow inwards towards the blade paddles then tap on foot pedal to shoot out excess snow." Safety Precautions section states; Keep hands and foreign objects out of the ice loading and blade housing area. The owner is responsible for all machine usage and all operator actions.

Proposed Penalty \$3,160.00

2. Symbia of Colorado, LLC - Inspection 1557899

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

Located in the warehouse, the employer failed to furnish a place of employment which was free from recognized hazards that was likely to cause death or serious physical harm to employees. Employees were observed working nearby on foot and operating forklifts where struck-by hazards existed due to materials being stored on steel racking with visible structural damage.

References: ANSI MH16.2 - 1984 Code of Safety Practices for the Use of Industrial and Commercial Steel Storage Racks (1.4.9)

Proposed Penalty: \$8,601.00

3. AZZ Galvanizing, Reno, LLC – Inspection

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

Located in the laydown area of the plant, one employee was permitted to hoist two large steel frames (5,643 lbs., Length 31' x Width 3' x Height 5.5' each) by way of Bridge Crane (Demag 10 Ton Bridge Crane, serial # 14041), stood the frames on edge, and removed the rope slings without anything securing the frames subsequently creating crushing and struck-by hazards for the employees in the area. The employee did not have the benefit of a lift plan required by the employer to guide him through the procedures to safely handle the materials he was working with.

Reference: The employer's Written Safety Program on pages 98, 99, 102, and 103 outlines the requirements to conduct a risk assessment, job safety assessment (JSA), and create and communicate a lift plan to employees prior to initiating the galvanizing process. On page 113 of their program specific to the "set or lay down (of) material", hazards including "struck-by, pinch points, crush from shifting materials, and never turn your back on material as material being set on the ground may shift" are recognized.

Proposed Penalty: \$9,557.00

4. Wynn Las Vegas, LLC – 1547254

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

The employer did not ensure that employees were protected from recognized hazards that are likely to cause serious physical harm. In the golf course maintenance shop, the employer utilized storage racks with 2-bolt pattern anchor plates to store pallets of grass seeds and equipment used to maintain the golf course. The anchor plates were not secured to the ground by any means. The storage racks were at risk of being tipped over or collapsing due to employees using powered industrial trucks to lift the pallets onto the top shelves of the storage racks. Employees operating the trucks were exposed to recognized crush-by hazards in the event of the storage racks tipping or collapsing.

Reference: Section 1.4.7 of ANSI MH16.1: 2012 Specification for the Design, Testing and Utilization of Industrial Steel Storage Racks.

Section 1.4.7 Column Base Plates and Anchors

The bottom of all columns shall be furnished with column base plates, as specified in Section 7.1. All rack columns shall be anchored to the floor with anchor bolts, which shall be designed in accordance with Section 7.3, to resist all applicable forces as described in Section 2.1 or

Section 2.2.

A feasible means of abatement would be for the employer to follow the requirements of American National Standards Institute (ANSI) MH16.1-2008. The employer must ensure that column base plates of each storage rack are properly anchored to the floor.

Proposed Penalty: \$12,288.005

5. BMC West, LLC – 1549022

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

The employer did not ensure that employees were protected from recognized fall hazards that are likely to cause serious physical harm. At the Roof Line #1 in the truss area, an employee was replacing light bulbs on a light pole that was approximately 38 feet 2 inches tall, while working from a man-basket platform (make and model: unknown) that was elevated by a rough-terrain forklift (make: Xtreme Manufacturing, model: XR1255, serial: XR1255-11-170293474). The work platform was secured to the load backrest of the forklift with a chain that was approximately 6 feet 6 inches in length. The platform did not meet design requirements, nor was it adequately secured to the forklift's carriage and forks per ANSI/ITSDF B56.6-2011. During the course of work, the chain on the platform dislodged from the load backrest. When the forklift began lowering the employee in the platform, the platform slipped off the forks while the employee was attached to it, falling approximately 12 to 16 feet to the concrete surface below. The employee sustained a fractured skull, fractured left ankle, and lacerations to their right leg.

The employer abated the hazard by contracting a trained third-party company to perform the bulb replacement job task so that facility maintenance employees no longer perform tasks that require scaffold use on XX/XX/2021.

Reference: ANSI/ITSDF B56.6-2011.

Proposed Penalty: \$13,653.00

6. LVMPD – 1557784

Nevada Revised Statutes 618.375(2): Duties of employers. Every employer shall furnish and use such safety devices and safeguards, and adopt and use such practices, means, methods, operations and processes as were reasonably adequate to render such employment and places of employment safe and comply with all orders issued by the Division.

The employer did not ensure the use of safety devices and safeguards, and adopt and use such practices, means, methods, operations and processes as were reasonably adequate to render such employment and places of employment safe from COVID-19 exposure. Employees did not utilize face coverings when working within six feet of one another during meetings held in management's office where up to eight employees and one management personnel was present.

References:

- Declaration of Emergency Directive 047, Section 2 - 7/27/2021

- Nevada's Roadmap to Recovery - August 2021 - Updated Nevada COVID-19 Guidance: Delta Variant, Vaccinations and Masks

Proposed Penalty: \$3,686.00

7. Citizens – 1562287

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

The employer failed to ensure that their storage rack systems, steel storage racks column base plates, were anchored to the floors by anchor bolts. Loading and unloading storage racks that are not anchored to the floor could cause the racks to tip over. Employees were exposed to crushed-by and struck-by hazards created when loading and unloading storage racks.

Reference: ANSI MH16.1-2008. The employer must ensure that column base plates of each storage rack are properly anchored to the floor. Abated during the inspection.

Proposed Penalty: \$2,387.00

8. Albertsons, LLC

Nevada Revised Statutes 618.375(1): Duties of employers. Every employer shall furnish employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his or her employees.

The employer did not ensure that employees were protected from recognized hazards that are likely to cause serious physical harm. Employees were potentially exposed to recognized crush-by injuries created by the use of storage racks. Approximately 80 sections of steel storage racks had some form of damage, to include twisted/deformed/dented columns, deformed horizontal and cross-brace supports, unsecured baseplates, holes drilled into columns, or a combination of deficiencies were identified throughout the warehouse. In the event one of the various powered pallet jacks or forklifts struck one of the damaged racks and caused a partial or full collapse, employees would be potentially exposed to serious physical injuries such as bone fractures, exsanguination by impalement, and death.

Reference ANSI MH 16.1 Specification for Design, Testing, and Utilization of Industrial Steel Storage Racks.

Section 1.4.7 Column Base Plates and Anchors:

The bottom of all columns shall be furnished with column base plates, as specified in 7.1. All rack columns shall be anchored to the floor with anchor bolts, which shall be designed in accordance with Section 7.3, to resist all applicable forces as described in Section 2.1 or Section 2.2.

Section 1.4.9 Rack Damage

Upon any visible damage, the pertinent portions of the rack shall be unloaded immediately by the user until the damaged portion is repaired or replaced.

Proposed Penalty: \$12,288.00



State of Nevada
Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration

Inspection Narrative

Inspection Number:	1594963
Opt. Case Number:	

Inspection Type:	Referral				
Inspection Scope:	Comprehensive				
Establishment Name:	The Boring Company				
Street Address 1:	3395 Cambridge Street		Street Address 2:		
City:	Las Vegas	State:	Nevada	Zip Code:	89169

Opening Conference Summary:

On 4/12/2022, an opening conference was initiated with Wayne Merideth, Safety Representative of The Boring Company. I presented my credentials and explained the purpose and scope of this inspection. The employer was advised of the right to grant or deny entry. Entry was granted.

Additional Opening Conference Notes:

CSHO Ralph Poznecki, Industrial Hygienist, was also present for the opening conference and the inspection was conducted as a joint inspection.

Unusual Circumstances Encountered – Opening Conference/Entry

None

Unusual Circumstances Encountered – Opening Conference/Entry - Comments

N/A

Walkaround Inspection Observations & Comments:

Alleged hazardous condition

1. The underground fire pump/electrical room at the Riviera station of the Vegas Loop serving Resorts World is currently being classified as a confined space entry. This room has the electrical fire pump driver as well as 480 volt electrical feed. There is currently no separation between the two areas, within the vault and access to the Vault is currently limited to a shipman's ladder with cage. The space was recently defined as a confined space but signage to warn employees has not been installed.

INVALID AT THE TIME OF INSPECTION

The area outlined in the referral was under construction at the time of inspection. The large vault did have limited ingress and egress and was only accessible by a fixed ladder. The ladder had a cage to protect employees, as well as ladder extensions and a door that acted as a cover when the ladder was not in use. The vault did contain the fire pump at one end, and electrical, but the other half of the vault was a server rack and data center. The vault is meant for continuous human occupancy and had a computer and desk to facilitate server programming. At the time of inspection, the pump area and data area were separated by a concrete wall with a door, and the employer explained that at one point the whole vaults was open awaiting an inspection. After the inspection was completed the separating wall and door were installed. The employer conducted atmospheric testing and is able to show that there has never been a hazardous atmosphere, nor were there any physical hazards at the time of inspection. OSHA does not consider this vault to be a permit required confined space, no citations have been proposed.

Comprehensive, Safety Walkaround observations

Two small service oxygen bottles stored with acetylene in the storage rack were observed at the back of the laydown yard. The bottles were empty and were not supposed to be stored in this location according to management and the company's programs. All other compressed gasses were separated by type and stored in their own racks, separated by at least 20 feet. The oxygen and acetylene racks were stored 200 feet apart, and employee interviews were consistent regarding which rack was for what compress gas cylinder. No employer knowledge was found, no citation has been proposed.

Health comprehensive coverage information:

A Comprehensive Inspection of the worksite located 2901 South Las Vegas Boulevard, Las Vegas Nevada, 89109 was conducted due to complaint and referral items. This is a joint inspection being conducted with NVOSHA Safety inspection number of #1594963. This employer has had no OSHA inspections in the past 5 years.

Referral Number #1887537

1. Rebreathers provided to CCFD (Clark County Fire Department) by TBC (The Boring Company) were not new. The parties had previously agreed that TBC would provide new rebreathers to CCFD. The units were refurbished.

Invalid:

Standards do not prohibit or restrict the use of refurbished rebreathers.

2. Ten of the twenty rebreathers provided by TBC were unserviceable. CCFD had to subsequently replace them.

Invalid:

The rebreathers were inspected, and unserviceable units were replaced. There is no violation.

3. TBC has not met their part of the agreement regarding life safety equipment and training. This agreement was tied to permit approval and was in place pre-job. It relates to equipment, training, and funding regarding life safety.

Invalid:

The Boring Company maintains life safety equipment on the jobsite. Training documents and records reviewed show that life safety, emergency response, and emergency personnel rescue training has been conducted and is ongoing.

4. TBC has not contributed any funding towards training CCFD staff regarding rescues and related tasks.

Invalid:

NVOSHA has no jurisdiction over this matter.

5. TBC has not worked with or coordinated with CCFD, as previously agreed, to conduct practice rescues.

Invalid:

The Boring Company conducts and has training practice rescues. Documents and training records reviewed showed these exercises have been conducted.

6. CCFD has requested training documentation from TBC to verify TBC rescue team's preparation and readiness to respond with CCFD. TBC has not responded to this request for over a year. CCFD has concerns about TBC staff's ability to respond in an emergency.

Invalid:

The Boring Company conducts training exercises for life safety, emergency response, and emergency personnel rescue. Documents and training records reviewed showed these exercises have been conducted.

Walkaround:

The Boring Company is constructing the next phase of the Tesla Tunnel Project. This portion is named Resorts World-LVCC Connector. This is an underground tunnel system which will transport people around the Las Vegas Convention Center and to Resorts World Hotel, Casino, and Resort, by way of unmanned, autonomous Tesla vehicles. When the entire tunnel project is completed, over 29 miles will be interconnected throughout the Las Vegas Strip area. This section runs East to West, with terminals at Resorts World and at the Las Vegas Convention Center near 300 Convention Center Drive, known as Elvis Presley Boulevard.

The underground portion of the tunnel itself is complete with some minor work needed at the Resorts World and Convention Center

Terminals. The Resorts World Terminal only requires some low voltage and data link wiring to be complete. The Convention Center Terminal requires the tunnel entrance to be backfilled and portico to be completed. There will be several test runs performed before the public will be allowed to use.

All heavy equipment and boring equipment were staged and ready for relocation to the next portion and section of the project. All appeared to be well maintained and fully operational condition.

In addition, recordkeeping, training records, and programs related to the employer's operation were reviewed. This included:

- HAZCOM Training
- GHS Training
- Chemical Inventory
- Respiratory Protection Training
- List of Respirator Users
- Medical Evaluations and Fit Tests
- Hearing Conservation Training
- Hearing Safety Training Materials
- Sound Monitoring April
- Sound monitoring May
- Tunnel Rescue Training Certificates
- Training Certifications for Tunnel Operation
- Geotechnical Data / Report
- Rebreather Training
- Rebreather Inspection logs
- Written Safety Program

No discrepancies were observed.

Closing Conference Summary:

On 5/19/2022, a closing conference was conducted in person with Wayne Merideth, Safety Representative of The Boring Company. I advised the employer no citations were proposed. Services available through the Safety Consultation and Training Section were discussed, and an employer survey was provided, concluding the closing conference.

Additional Closing Conference Notes:

Closing conference for safety inspection was held separate from IH inspection. IH inspection was held at a later date.

Unusual Circumstances Encountered – Closing Conference

None

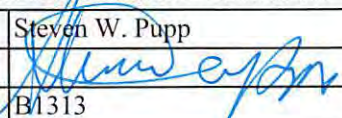
Unusual Circumstances Encountered – Closing Conference - Comments

N/A

Was a closing conference held with an employee representative?

Not applicable to this establishment.

NV OSHA Compliance Safety & Health Officer Information:

CSHO Printed Name:	Steven W. Pupp	CSHO ID:	D7950
CSHO Signature:			
Accompanied by:	B/313	Date:	5/25/2022



State of Nevada
Department of Business and Industry
Division of Industrial Relations
Occupational Safety and Health Administration

Inspection Narrative

Inspection Number:		1591611	
Opt. Case Number:		RP23-006	
Inspection Type:	Referral		
Inspection Scope:	Comprehensive		
Establishment Name:	The Boring Company		
Street Address 1:	3395 Cambridge Street	Street Address 2:	2901 South Las Vegas Boulevard
City:	Las Vegas	State:	Nevada
		Zip Code:	89106

Opening Conference Summary:
On 4/25/2022, an opening conference was initiated with Adam De Jong, Site Supervisor of The Boring Company. I presented my credentials and explained the purpose and scope of this inspection. The employer was advised of the right to grant or deny entry. Entry was granted.
Additional Opening Conference Notes:
N/A
Unusual Circumstances Encountered – Opening Conference/Entry
None
Unusual Circumstances Encountered – Opening Conference/Entry - Comments
N/A

Walkaround Inspection Observations & Comments:
<p>Coverage Information: A Comprehensive Inspection of the worksite located 2901 South Las Vegas Boulevard, Las Vegas Nevada, 89109 was conducted due to complaint and referral items. This is a joint inspection being conducted with NVOSHA Safety inspection number of #1594963. This employer has had no OSHA inspections in the past 5 years.</p> <p>Referral Number #1887537</p> <ol style="list-style-type: none"> Rebreathers provided to CCFD (Clark County Fire Department) by TBC (The Boring Company) were not new. The parties had previously agreed that TBC would provide new rebreathers to CCFD. The units were refurbished. <p>Invalid: Standards do not prohibit or restrict the use of refurbished rebreathers.</p> <ol style="list-style-type: none"> Ten of the twenty rebreathers provided by TBC were unserviceable. CCFD had to subsequently replace them. <p>Invalid: The rebreathers were inspected, and unserviceable units were replaced. There is no violation.</p> <ol style="list-style-type: none"> TBC has not met their part of the agreement regarding life safety equipment and training. This agreement was tied to permit approval and was in place pre-job. It relates to equipment, training, and funding regarding life safety. <p>Invalid: The Boring Company maintains life safety equipment on the jobsite. Training documents and records reviewed show that life safety, emergency response, and emergency personnel rescue training has been conducted and is ongoing.</p>

4. TBC has not contributed any funding towards training CCFD staff regarding rescues and related tasks.

Invalid:

NVOSHA has no jurisdiction over this matter.

5. TBC has not worked with or coordinated with CCFD, as previously agreed, to conduct practice rescues.

Invalid:

The Boring Company conducts and has training practice rescues. Documents and training records reviewed showed these exercises have been conducted.

6. CCFD has requested training documentation from TBC to verify TBC rescue team's preparation and readiness to respond with CCFD. TBC has not responded to this request for over a year. CCFD has concerns about TBC staff's ability to respond in an emergency.

Invalid:

The Boring Company conducts training exercises for life safety, emergency response, and emergency personnel rescue. Documents and training records reviewed showed these exercises have been conducted.

Referral Number #1893196

1. The underground fire pump/electrical room at the Riviera station of the Vegas loop serving Resorts world is currently being classified as a confined space entry. This room has the electric fire pump driver as well as 480-volt electrical feed. There is currently no separation between the two areas, within the vault and access to the Vault is currently limited to a shipman's ladder with cage. The space was recently defined as a confined space but signage to warn employees has not been installed.

Invalid:

The employer was able to inform exposed employees by other equally effective means, of the existence and location of, and the danger posed by, each permit space.

Walkaround:

The Boring Company is constructing the next phase of the Tesla Tunnel Project. This portion is named Resorts World-LVCC Connector. This is an underground tunnel system which will transport people around the Las Vegas Convention Center and to Resorts World Hotel, Casino, and Resort, by way of unmanned, autonomous Tesla vehicles. When the entire tunnel project is completed, over 29 miles will be interconnected throughout the Las Vegas Strip area. This section runs East to West, with terminals at Resorts World and at the Las Vegas Convention Center near 300 Convention Center Drive, known as Elvis Presley Boulevard.

The underground portion of the tunnel itself is complete with some minor work needed at the Resorts World and Convention Center Terminals. The Resorts World Terminal only requires some low voltage and data link wiring to be complete. The Convention Center Terminal requires the tunnel entrance to be backfilled and portico to be completed. There will be several test runs performed before the public will be allowed to use.

All heavy equipment and boring equipment were staged and ready for relocation to the next portion and section of the project. All appeared to be well maintained and fully operational condition.

In addition, recordkeeping, training records, and programs related to the employer's operation were reviewed. This included:

- HAZCOM Training
- GHS Training
- Chemical Inventory
- Respiratory Protection Training
- List of Respirator Users
- Medical Evaluations and Fit Tests
- Hearing Conservation Training
- Hearing Safety Training Materials
- Sound Monitoring April
- Sound monitoring May

- Tunnel Rescue Training Certificates
- Training Certifications for Tunnel Operation
- Geotechnical Data / Report
- Rebreather Training
- Rebreather Inspection logs
- Written Safety Program

No discrepancies were observed.

This concluded the inspection with all areas having been inspected, with no issues and no other remarkable or unusual occurrences being observed.

Closing Conference Summary:

On 5/4/2022, a closing conference was conducted by phone with Adam De Jong, Site Supervisor of The Boring Company. I advised the employer no citations were proposed. Services available through the Safety Consultation and Training Section were discussed, and an employer survey was provided, concluding the closing conference.

Additional Closing Conference Notes:

N/A

Unusual Circumstances Encountered – Closing Conference

None


Unusual Circumstances Encountered – Closing Conference - Comments

N/A

Was a closing conference held with an employee representative?

Not applicable to this establishment.

NV OSHA Compliance Safety & Health Officer Information:

CSHO Printed Name:	Ralph Poznecki	CSHO ID:	M9443
CSHO Signature:			
Accompanied by:	N/A	Date:	6/6/2022

STATE OF NEVADA

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director



VICTORIA CARREÓN
Administrator

PERRY FAIGIN
Deputy Administrator

WILLIAM GARDNER
Chief Administrative Officer

DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

May 6, 2022

Chief Jim Reid
SPARKS FIRE STATION 1
1605 Victorian Avenue
Sparks, NV 89431

Ref: UPA No: 1891656

Dear Sir or Madam:

On May 3, 2022, the Occupational Safety and Health Administration (OSHA), received a notice of safety and/or health hazards at your worksite at 1605 Victorian Avenue, Sparks, NV 89431.

The specific nature of the alleged hazard is as follows:

- 1. Employees are having to perform fire fighting activities with understaffed crews.**
- 2. Employees are having to perform fire fighting activities with understaffed crews due to inadequate response times of back-up crews and apparatus.**
- 3. Fire fighting apparatus (trucks, ladders, etc.) are in a state of disrepair and pose a danger to employees that are operating them during fire events and emergency response.**

We have not determined whether the hazards, as alleged, exist at your workplace; and we do not intend to conduct an inspection at this time. However, since allegations of violations have been made, you are requested to investigate the alleged conditions and make any necessary corrections or modifications. **Please advise me in writing of the results of your investigation by May 13, 2022.** Please provide any supporting documentation of your findings, including any applicable measurements or monitoring results, and photographs which you believe would be helpful, as well as a description of any corrective action you have taken or are in the process of taking, including photographs of the corrected condition.

The complainant involved has been advised of this preliminary response to the complaint of hazards and has been furnished a copy of this letter. NRS 618.445, provides protection for employees against discrimination because of their involvement in protected safety and health related activity.

This letter is not a citation or a notification of proposed penalty which, according to the OSHA Act, may be issued only after an inspection or investigation of the workplace. **If we do not receive a response from you by May 13, 2022 to notify indicating that appropriate action has been taken or that no hazard exists and why, an inspection may be conducted.**

Please note, however, that OSHA selects for inspection a random sample of cases where we have received

letters in which employees have indicated satisfactory corrective action. This policy has been established to ensure that employers have actually taken the action asserted in their letters.

Finally, any action taken by you in this matter will not automatically remove your workplace from the possibility of an unannounced inspection by duly authorized representatives of OSHA in accordance with routine scheduling procedures currently in effect.

In addition to its function of inspecting workplaces, the OSHA District Offices has been expanded to become full-service resource center, offering a wide range of safety and health related services in response to the needs of the working public, both employers and employees. These services include training and education, consultation, voluntary compliance programs and assistance in correcting hazards.

The State of Nevada offers consultation services, without charge, to assist in resolving all occupational safety and health issues. However, the variety of services available or the scheduling of those services may be limited by the consultation project's requirement to give priority to small businesses in high hazard industries and by its backlog. To discuss or request the services, call or write your State consultation services at the following addresses based on your location:

Safety Consultation and Training Section
Northern Nevada
4600 Kietzke Lane, Suite E-144, Reno, NV 89502
(775) 688-3730

Safety Consultation and Training Section
Southern Nevada
3360 West Sahara Ave, Ste 100, Las Vegas, NV 89102
(702) 486-9140

You are requested to post a copy of this letter and your response to it where it will be readily accessible for review by all of your employees.

Nevada Revised Statute 618.445 of the Nevada OSHA Act provides protection for employees against discrimination because of their involvement in protected safety and health related activity. The employee(s) has been notified that if they believe they are being treated differently or action is being taken against them because of their safety and health activity, they may file a complaint with Nevada OSHA. They should file the complaint as soon as possible, since OSHA normally can accept only those complaints filed within 30 days of the alleged discrimination action.

If you have any questions concerning this matter, please contact the District Office at the address within this letter. Your personal support and interest in the safety and health of your employees is appreciated.

Sincerely,

Jared Bond Mitchell
for: Jacob LaFrance
District Manager

LAS VEGAS
3360 West Sahara Avenue
Suite 200
Las Vegas, NV 89102
(702) 486-9020

RENO
4600 Kietzke Lane,
Building F-153
Reno, NV 89502
(775) 688-3700

From: [Jared Mitchell](#)
 To: [NevadaOSHA Reno](#)
 Subject: FW: UPA No. 1891656 City of Sparks/Sparks Fire Station 1
 Date: Thursday, June 2, 2022

CLOSED.

-
- 1. Employees are having to perform firefighting activities with understaffed crews.**
 - 2. Employees are having to perform firefighting activities with understaffed crews due to inadequate response times of back-up crews and apparatus.**
 - 3. Firefighting apparatus (trucks, ladders, etc.) are in a state of disrepair and pose a danger to employees that are operating them during fire events and emergency response.**

-
Jared,

In summary:

Allegation 1 – Employees are performing firefighting activities with understaffed crews.

City's response: Factual. Per [NFPA 1710](#) provides the minimum requirements relating to the organization and deployment of fire suppression operations, emergency medical operations, and special operations to the public by career fire departments. This is divided into occupancy types, i.e., single family homes, small business occupancies, apartments – etc.

With respect to single family homes, the standard states that the initial full alarm assignment to a structure fire in a typical 2000 ft² (186 m²), two-story, single-family dwelling without a basement and with no exposures must provide for a minimum of 14 members (15 if an aerial device is used).

The standard is met by municipalities deploying multiple engine companies to a single fire emergency. Typically: three engine companies (9 staff), one ladder truck (3 staff) a Battalion Chief (1 staff) and a medic unit (2 staff) are dispatched to an emergency. Given the existing staffing model, 15 personnel would arrive at the fire ground. NFPA 1710 *Recommends* municipal career fire apparatus be staffed with four firefighters to allow immediate entry into a IDLH atmosphere. Only the largest metropolitan cities have the financial resources to meet this standard. Most cities staff apparatus with three firefighters - or utilize a mixed staffing model where some engines are staffed with four and others staffed with three.

Allegation 2 – Employees are having to perform firefighting activities with understaffed crews due to inadequate response times of back up crews.

City's response: Factual. While the city relies on the collective bargaining agreement to address the allegation, the premise is based on the above NFPA 1710 summary of required firefighters. All municipal departments rely on a staggered deployment model to meet the intent of 1710. As is expected with any municipality, delays in initial response, or back up responders, can and should be anticipated based on known facts such as traffic congestion,

inclement weather, multiple events occurring at the same time and response distances. That being said, municipalities that fail to expand a departments deployment model based on factual growth, land annexation, and robust development do risk negatively impacting the ability of firefighting crews to perform effectively.

Allegation 3 – Firefighting apparatus (trucks, ladders, etc.) are in a state of disrepair and pose a danger to employees that are operating them.

City's response – factual. NFPA 1901 is the standard for fire apparatus – specifically NFPA 1901 recommends that apparatuses **greater than 15 years** old that have been properly maintained and that are still in serviceable condition be placed in reserved status. The *recommendation* is not typically adhered to but used as guidance. Most municipal departments keep apparatus in service about 20 years. Newer units go to the busiest stations and remain there for up to five years and then are deployed to less active stations for the remaining 10 to 15 years. Municipalities then place the apparatus into reserve status until such time as the apparatus is no longer certifiable. The provided apparatus summary ranked by age indicates a relatively new apparatus inventory. The oldest truck is a 2006, which makes it a 21 year old apparatus – currently scheduled for replacement this year.

From: Jared Mitchell

Sent: Thursday, June 2, 2022 7:22 AM

To: NCrosby@maclaw.com

Cc: jreid@cityofsparks.us

Subject: FW: UPA No. 1891656 City of Sparks/Sparks Fire Station 1

Dear Mr. Crosby,

The Nevada Occupational Safety and Health Administration (OSHA) received your response to the allegations contained in OSHA Referral No. 1891656.

Based on our review of the information you provided in your response to the alleged hazards, we have determined that our file on this matter can be closed and no further action on this complaint is anticipated at this time.

Please note, however, that the complainant may review the information provided in your response. If the complainant disputes the accuracy of the response, it may be necessary for OSHA to contact you for additional confirmation or documentation of corrective action in order to resolve the issues. In some situations, it may be necessary to conduct an inspection of your workplace.

We appreciate your prompt response to these allegations, and your interest in safety and health of your employees. Please feel free to contact this office if we can be of additional assistance to you.

Jared Mitchell
Safety Supervisor

From: Nick Crosby
Sent: Wednesday June 1 2022
To: Jared Mitchell
Subject: UPA No. 1891656 City of Sparks/Sparks Fire Station 1

Good Morning Mr. Mitchell – My client contact, Chief Jim Reid, notified me that you did not receive our response to the above-mentioned UPA. I have attached a PDF of the letter that was mailed last week (May 26, 2022). I thought that my office had also sent a courtesy email to you as well, but I reviewed by electronic file and could not locate the email. My apologies for not sending the electronic copy of the response in addition to the hard copy. Please let me know if you have any difficulty opening the attachment.

Thanks,

Nicholas D. Crosby, Esq.
10001 Park Run Drive
Las Vegas, NV 89145



May 26, 2022

Via Mail

Nevada OSHA
Attn: Jared Bond Mitchell, Safety Supervisor
360 W. Sahara Ave., Ste. 200
Las Vegas, Nevada 89102

Re: NVOSHA UPA No.: 1891656
Sparks Fire Station 1
Our File No. 16992-3

Dear Mr. Mitchell:

Please be advised this Firm has been retained to represent the City of Sparks regarding a recent Unprogrammed Activity Notice (“Notice”) Fire Chief Jim Reid received, dated May 6, 2022. On May 9, 2022, you graciously granted Chief Reid’s request for an extension of time to respond to the Notice, making the deadline to respond May 27, 2022. Thank you for the extension and please allow this letter to serve as the City’s response to the Notice.

I. THE ALLEGATIONS

The Notice identifies three areas of concern at 1605 Victorian Ave., Sparks, Nevada (Fire Station 1), to wit:

1. Employees are having to perform firefighting activities with understaffed crews;
2. Employees are having to perform firefighting activities with understaffed crews due to inadequate response times of back-up crews and apparatus; and
3. Firefighting apparatus (trucks, ladders, etc.) are in a state of disrepair and pose a danger to employees that are operating them during fire events and emergency response.

Jared Bond Mitchell, Safety Supervisor
May 26, 2022
Page 2

II. THE CITY'S RESPONSE

A. THE CITY'S STAFFING IS CONSISTENT WITH ITS COLLECTIVE BARGAINING AGREEMENT AND IS NEITHER UNSAFE NOR HAZARDOUS.

The City denies the first allegation in the Notice, as its staffing is consistent with the current labor agreement. The City and its firefighters' employment relationship is governed by a negotiated Collective Bargaining Agreement between the City and the Internal Association of Fire Fighters Local 1265, effective July 1, 2021 through June 30, 2024 ("CBA"). (**Exhibit A**). Pursuant to the CBA, the parties agreed to the following regarding staffing:

ARTICLE G – STAFFING

Fire Department Staffing

1. The Fire Chief or designee will determine the number and type of apparatus in-service at any given time.
2. Normal daily staffing will be three (3) personnel on "Type 1" structure engines, "Type III" brush trucks, and aerial devices.
3. The normal daily compliment of personnel will be a Captain, FAO, and Firefighter Paramedic or Firefighter on structure engines, brush trucks, and aerial devices.
4. Acting positions may be used to meet daily staffing requirements.
5. When emergency staffing is needed, the Shift Commander or designee, may use personnel of any rank so long as the normal staffing of personnel, as outlined in Section 1, Article G is maintained, and the personnel are qualified to perform in the positions needed.
6. Staffing for other apparatus will be determined by the Fire Chief or designee. The Fire Chief or designee will confer with the Local 1265 President or designee, on the ranks assigned to these apparatuses.
7. To allow shutting of apparatus for maintenance, training, or to get apparatus to emergency scenes, staffing levels can be adjusted.
8. Normal daily staffing levels will be backfilled anytime the vacancy is expected to exceed one (1) hour.
9. When staffing falls below the minimums outlined in Section 1, Article G, the apparatus will be placed "out of service" with Dispatch (CAD). The Shift Commander will either redistribute the remaining personnel to other apparatus, or send an apparatus to cover the vacant

Jared Bond Mitchell, Safety Supervisor
May 26, 2022
Page 3

district, or have the remaining personnel respond to incidents to provide manpower with the “in-service” responding apparatus.

(Ex. A, Sec. 1, Art. G). Even prior to the current CBA, the City maintained a 3-person per apparatus staffing model; dating back to 2008. It is the City’s understanding that most of the region’s fire departments operate on a 3-person per apparatus staffing model, but others operate on a less-than 3-person model. Further, on multi-alarm incidents, Battalion Chiefs have the ability and authority to request additional units from other City fire stations or, if necessary, request additional resources from one of the Fire Department’s mutual aid partners. The City maintains that its current, negotiated staffing model does not present a hazardous or unsafe work environment for its employees.

III. THE ALLEGATION REGARDING INADEQUATE RESPONSE TIMES

The second allegation in the Notice asserts that firefighters are required to perform their duties in an unsafe or hazardous environment due to understaffed crews and “inadequate response times of back-up crews and apparatus.” Again, regarding the understaffed crew allegation, the City reiterates its position set forth in section II *supra*. The City’s staffing model is consistent with the negotiated provisions in the CBA, which the City is obligated to comply with pursuant to Nevada Revised Statute chapter 288. That said, without specific facts (incident/event numbers, dates, etc.) it is a challenging question to address.

In 2019, the Department received an Insurance Service Office (“ISO”) rating of Class 2. (**Exhibit B**). This is the most recent audit performed on the Department in this area and it is worth noting the Department was only a few points shy of receiving a Class 1 designation. ISO classification ratings are 1 to 10, with 1 being the highest. Thus, the Department’s most recent rating was just short of the highest rating available for a municipal ISO rating. Again, without more information on this allegation, it is difficult to evaluate the allegation, but the City maintains that its workplace, in this regard, is neither unsafe nor hazardous.

IV. THE CITY’S APPARATUS IS NOT IN A STATE OF DISREPAIR AND DOES NOT PRESENT A DANGER TO EMPLOYEES OPERATING THE APPARATUS

The final allegation in the Notice concerns the City’s fire apparatus. The Notice does not contain any specific incident or apparatus that is in a “state of disrepair” or otherwise poses a danger to employees operating the apparatus. As such, it is difficult to address the allegation, specifically, absent more details (assuming the same exist). Nonetheless, the City denies that its apparatuses are in a state of disrepair or otherwise pose a danger to employees who operate the apparatuses. The City was not immune to the devastating effects the COVID-19 pandemic had, and continues to have, on local, regional, national and global supply chains. Like any other consumer, the City has encountered challenges obtaining some replacement or repair parts for some of its apparatuses which, in turn, can cause longer-than-normal time periods when the affected apparatus is out of service.

Jared Bond Mitchell, Safety Supervisor
 May 26, 2022
 Page 4

Generally addressing the board allegation of City apparatuses being in a state of disrepair, National Fire Protection Association (“NFPA”) standard 1901, which establishes the standard for automotive fire apparatus, Annex D suggests that apparatus designed to be used in emergency conditions to transport personnel and equipment and to support fires and mitigation of other hazardous situations should be replaced after 25 years. (**Exhibit C**). The following table outlines the Department’s apparatuses and model years:

Apparatus	Model Year	Notes
E11	2014	In service in Sparks-2015
E12	2014	2015
E21	2017	2018
E31	2017	2018
E41	2018	2019
L51	2020	2021
T11	2006	Replacement ordered Spring 2020
Reserve (3 total)	2006	
Brush	2005	Refurbished in 2020
Brush	2005	Refurbished in 2020
Brush	2009	Refurbished in 2020
Brush	2020	

Additionally, the City is ordering a new water tender apparatus and ambulance this month and two additional engine trucks in fiscal year 2023. Thus, the City’s fleet is consistent with national standards and safe for operation by its employees. If there are specific engines, ladder trucks, brush trucks, etc. that are believed to be in a “state of disrepair” the City would be happy to inspect any identified apparatus to ensure the same is safe for use.

Jared Bond Mitchell, Safety Supervisor

May 26, 2022

Page 5

I thank you for your time and attention to this matter and if you have any questions, please do not hesitate to contact me.

Sincerely,

MARQUIS AURBACH

Nick D. Crosby, Esq.

Exhibit A

11/22/2021

AGREEMENT
between the
CITY OF SPARKS
and the
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 1265
July 1, 2021 through June 30, 2024

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SECTION 1 - ADMINISTRATION

Article A - PREAMBLE

This Agreement is entered into between the CITY OF SPARKS, NEVADA, hereinafter referred to as the "City," and the INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, Local No. 1265, hereinafter referred to as the "Firefighters." Members of the Association, employed by the City, are covered by this Agreement and will hereinafter be referred to as "Employees."

It is the intent and purpose of the Agreement to ensure sound and mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise. It is recognized by both the City and the Firefighters and its member employees that the City is engaged in rendering public service to the general public and that there is an obligation on each party for the continuous rendition and availability of such services. It is further recognized by both the City and the Firefighters that each party has a mutual obligation for executing the provisions of this contract.

All employees shall perform loyal and efficient work and services; shall use their influence and best efforts to protect the properties of the City and its service to the public; and shall cooperate in promoting and advancing the welfare of the City and in preserving the continuity of its service to the public at all times. The full agreement between the parties, other than those portions of public employment agreements that are expressly provided for, or excluded from by state statute, as set forth herein.

Article B - ADOPTION OF AGREEMENT

1. **Adoption:** This Agreement will be deemed adopted and of binding effect, terminating negotiations during its term, upon approval and subscription of the Firefighters and the City.
2. **Copy of Agreement:** The City agrees to furnish this Agreement electronically on the City's Intranet.
3. **Scope of Negotiations and Amendments:** By adopting this Agreement, the Firefighters agree that they will not seek any additional wage demands during the duration of this Agreement, but are entitled to entertain negotiations seeking to amend this Agreement concerning non-wage benefits.
4. **Bulletin Boards:** The City shall permit all reasonable use of Bulletin Boards located in the respective fire houses of the City. All materials posted by the Firefighters shall be in good taste and shall not contain information which would embarrass or coerce any employee or official of the City.
5. **Rules and Procedures:** The Sparks Fire Department Rules and Standard Operating Procedures, as amended from time to time, and as long as Rules or Regulations are not in conflict with the existing contractual agreement, are not a part of this negotiated agreement. Any changes in such rules shall be made at the discretion of the Fire Chief or designee with the approval of the City Manager, provided such changes are posted via city email not less than ten (10) days prior to the effective date of such changes. A copy of the proposed changes must also be sent to the Firefighters President and Secretary at least ten (10) days prior to the change.

Article C - AMENDING PROCEDURE

1. **Amendments:** If either the Firefighters or the City desire to modify or change this Agreement during its term, it shall serve written notice on the other party setting forth the nature of the modifications or changes. Failure of the other party to give written approval of the modifications or changes proposed within thirty (30) days of the required written notice shall be deemed a rejection of the proposal. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become part of the Agreement, effective on the agreed date.
2. **Benefits:** No presently existing benefit, whether monetary or otherwise, may be reduced below its present level, whether such benefit is the subject of this contract, regular, ordinary, regulation or established custom of the

Fire Department; except that any such benefit shall be subject to negotiation and may be eliminated, reduced or increased, as a result of such negotiations.

Article D - DURATION OF AGREEMENT

This Agreement shall take effect July 1, 2021, and shall continue in force until June 30, 2024.

Article E - RECOGNITION AND APPLICATION

The terms and conditions of the Agreement shall apply to those employees of the classes listed in Appendix A, regardless of membership in the Firefighters Bargaining Unit.

The City recognizes the Firefighters as the exclusive negotiating agent for purposes of establishing salaries, wages, hours and other conditions of employment for all its classified firefighting, fire prevention, fire training, emergency medical services, and administrative employees in the position classes of the bargaining unit listed in Appendix A.

Article F - STRIKES AND LOCKOUTS

1. The Firefighters will not promote, sponsor or engage in, against the City, any strike, slow down, interruption of operation, stoppage of work, absences from work upon any pretext or excuse not founded in fact, or any other intentional interruption of the City, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.
2. The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Firefighters.

Article G - STAFFING

Fire Department Staffing

1. The Fire Chief or designee will determine the number and type of apparatus in-service at any given time.
2. Normal daily staffing will be three (3) personnel on "Type I" structure engines, "Type III" brush trucks, and aerial devices.
3. The normal daily complement of personnel will be a Captain, FAO, and Firefighter Paramedic or Firefighter on structure engines, brush trucks, and aerial devices.
4. Acting positions may be used to meet daily staffing requirements.
5. When emergency staffing is needed, the Shift Commander or designee, may use personnel of any rank so long as the normal staffing of personnel, as outlined in Section 1, Article G is maintained, and the personnel are qualified to perform in the positions needed.
6. Staffing for other apparatus will be determined by the Fire Chief or designee. The Fire Chief or designee will confer with the Local 1265 President or designee, on the ranks assigned to these apparatuses.
7. To allow shuttling of apparatus for maintenance, training, or to get apparatus to emergency scenes, staffing levels can be adjusted.
8. Normal daily staffing levels will be backfilled anytime the vacancy is expected to exceed one (1) hour.
9. When staffing falls below the minimums outlined in Section 1, Article G, the apparatus will be placed "out of service" with Dispatch (CAD). The Shift Commander will either redistribute the remaining personnel to other

apparatus, or send an apparatus to cover the vacant district, or have the remaining personnel respond to incidents to provide manpower with the "in-service" responding apparatus.

Article H - RIGHTS OF MANAGEMENT

The City is entitled, without negotiation or references, to any agreement resulting from negotiations:

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 layoff any employee because of lack of work or lack of money, subject to NRS 288.150(2) (v) (Procedures for reduction of work force).
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 work load factors, except for safety considerations.
 - c. The quality and quantity of services to be offered to the public; and,
 - d. The means and methods of offering those services.
4. Safety of the public.
5. To take whatever action may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder.
6. To maintain the efficiency of its governmental operation consistent with the best interests of all its citizens, taxpayers and its employees.
7. To have and use any of the additional rights reserved to the City as a local government employer by NRS 288.150.

Article I - NON-DISCRIMINATION

1. The City will not interfere with, or discriminate in respect to any term or condition of employment, against any employee because of membership in the Firefighters, or because of any legitimate activity pursuant to this Agreement by the individual employee or the Firefighters on behalf of its members, nor will the City encourage membership in any other employee employment bargaining organization.
2. The Firefighters recognize their responsibilities as the exclusive negotiating agent and agrees to represent all employees in the Firefighters without discrimination, interference, restraint, or coercion.
3. The provisions of the Agreement shall be applied equally to all employees in the negotiation unit without discrimination for political affiliation, and in accordance with any state or federal law. The Firefighters shall share equally with the City the responsibility for applying this provision of the Agreement.

Article I - FIREFIGHTERS DUES AND SALARY CHECK-OFF PRIVILEGES

1. The employees may authorize payroll deductions for the purpose of paying Firefighters' dues. Upon the execution of the proper personnel payroll document filed with the Human Resources Manager, and coinciding with the commencement of a payroll period, the City agrees to deduct from the wages of an employee on a biweekly basis, such sums as the employee may specify for: Firefighters' dues, the City's approved group health

insurance, United Way and City approved Deferred Compensation Programs. The City agrees to deduct the City's approved credit union on a biweekly basis. Additional deductions may be requested by an employee; provided however, that the City has approved such deduction at the request of a majority of the total number of employees covered by this Agreement.

2. No authorization shall be allowed for payment of initiation fees, assessments or fines. Each employee shall have the right to terminate such payroll deductions at the end of any payroll period upon the timely execution of the proper payroll document filed with the Human Resources Manager.
3. The Firefighters will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Firefighters agree to refund to the City any amounts paid to them in error on account of the payroll deduction provision upon presentation of proper evidence thereof.
4. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriated Firefighters' dues. When a member in good standing of the Firefighters is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Firefighters' dues.

Article K - FIREFIGHTER ACTIVITIES

1. Any three (3) members of the Firefighters' negotiation committee, of which only two (2) members may be from the same battalion, shall be granted leave from duty with full pay for all meetings between the City and the Firefighters for the purpose of negotiating the terms of the contract when such meetings and/or hearings are held pursuant to Chapter 288 of NRS. Negotiating leave from duty shall not exceed an aggregate total of one hundred (100) hours per year.
2. Any three (3) members of the Firefighters' grievance committee, of which only two (2) members may be from the same battalion, shall be granted leave from duty with full pay for all meetings between the City and Firefighters for the purpose of processing grievances when such meetings and/or hearings are held pursuant to this Agreement. Grievance leave from duty shall not exceed an aggregate total of sixty (60) hours per year.

Article L - 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 workday, holidays excluded.
3. **Time Frames:** 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. **Procedure:**
 - a. **STEP 1** - The employee concerned must within twenty (20) working days from the day employee is grieved, file a written grievance with the Fire Chief or designee. The Fire Chief or designee shall render a written decision within twenty (20) working days after receipt of the grievance.
 - b. **STEP 2** - If the grievance is not settled at Step 1, the grievance shall be submitted within ten (10) 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 employee's representative, will render a written decision within twenty (20) working days after receipt of the grievance.

- c. **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.
5. **Arbitration:** 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.

6. **Streamlined Arbitration:** If the parties agree to utilize streamlined arbitration in place of the current procedure set forth in Paragraph 4, 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 5. 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 5 will apply.

Article M - HOURS OF WORK

1. The normal work period of employees covered by this Agreement shall consist of either seven (7) days for forty (40) hour employees or twelve (12) days for fifty-six (56) hour employees, depending on the employee's classification. It is recognized that in order to implement scheduled shift changes, personnel may be required to work less than or more than the above enumerated hours. In such cases, the affected person or persons are entitled to overtime for any excess hours worked, and will not be subject to a pay decrease for any fewer hours worked than the above enumerated. The Fire Chief or designee may temporarily reschedule an employee from a fifty-six (56) hour work week to a forty (40) hour work week. In this event, the forty (40) hour provisions of this Agreement will apply.

Accordingly:

- a. Annual and sick leave balances will be multiplied by 5/7 to convert to a forty (40) hour work week equivalent.
- b. When returning to a fifty-six (56) hour work week, annual and sick leave balances will be multiplied by 7/5 to convert to a fifty-six (56) hour work week equivalent.
- c. All such schedule changes shall begin at the start of a pay period and end with the end of a pay period. Such rescheduling shall be no less than one (1) pay period duration, or more than thirteen (13) pay periods in duration.
- d. Rescheduling will not entitle the employee to receive holiday benefits more than once for any one (1) holiday. All scheduling of work shifts and work weeks shall be directed by the Fire Chief or designee.

2. Duty hours shall be devoted fully to the performance of assigned duties; periods of absence for personal reasons are not creditable toward duty hours and must be charged to vacation time, leave of absence without pay, or, if resulting from a legitimate illness or physical injury, to sick leave.
3. **Breaks:** Except during emergency situations, employees covered by this Agreement shall be permitted one fifteen (15) minute break or rest period for each four (4) hour term of assigned duty, not to exceed two (2) such break periods in any twelve (12) hour shift. Breaks may not be combined nor taken at the beginning or end of a shift.
4. This Article is intended only as basis for computing overtime and is not intended as a guarantee of hours of work per day or per week.
5. **FLSA Work Period:** The work period for purposes of computing FLSA overtime is seven (7) days for forty (40) hour employees and twelve (12) days for fifty-six (56) hour employees. Each day begins at 12:00 a.m. and ends at 11:59 p.m.

Article N - DISCHARGE AND DISCIPLINARY ACTION

The City will abide by the current Civil Service Rules regarding discharge and discipline. These procedures will not be amended without thirty (30) days prior written notice of the proposed amendment and negotiation of any change which is mandatory subject of bargaining under NRS 288.150(2). No employee will be discharged without justifiable cause, a written notice of charges, and a pre-termination hearing.

Employees may appeal disciplinary action under Article L of this Section or the Sparks Civil Service Rules, but not under both procedures. A grievance filed under Article L of this Section or an appeal filed under the Sparks Civil Service Rules waives the other appeal procedure.

Article O - PERSONNEL REDUCTION

The City will abide by the current Civil Service Rules regarding personnel reduction except that employees who pass a physical and remain otherwise qualified for the position will be subject to recall for a period up to three (3) years from the effective date of the layoff. These procedures will not be amended without thirty (30) days prior written notice of the proposed amendment and negotiation of any change which is a mandatory subject of bargaining under NRS 288.150(2).

For purposes of this Article, firefighters and firefighter paramedics are an equivalent level in the "career ladder" as defined in City of Sparks Civil Service Regulations (currently listed as Chapter VIII Layoff Procedure). This clause shall be in effect as long as any employee occupies the position of firefighter.

Article P - CONSOLIDATION

The City agrees to negotiate with the Firefighter representatives over the impact and effects of consolidation on represented employees. Nothing in this Article will prevent the City from making the decision to consolidate.

Article Q - SAVINGS CLAUSE

1. This Agreement is the entire Agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in Section 1, Article B. The City shall, from time to time, meet with the Firefighters to discuss its views relative to the administration of this Agreement; the Firefighters may request discussions if it wishes.
2. Should any provisions of this Agreement be found to be in contravention of any federal or state law by a court of competent jurisdiction, such particular provision shall be null and void, but all other provisions of this Agreement shall remain in force and effect until otherwise canceled or amended.

SECTION 2 - PAY

Article A - PAY RATES

1. **Pay Rates:** The pay rates set forth in Appendix "A" are base pay rates for full-time service in the several classes. No person in the classified service shall be paid at a rate above the maximum or below the minimum in the range to which employee's position class is assigned.
 - a. Effective the first full pay period following July 1, 2021, base pay rates and individual employee pay rates will be increased three percent (3.0%). The first one and one-half percent (1.5%) increase above base pay rates shall constitute a cost of living adjustment (COLA). In recognition of employees' commitment to the City and their community during the height of the COVID-19 pandemic, during which employees were unable to work remotely and were required to work on-site due to the nature of their positions, the remaining one and one-half percent (1.5%) increase above base pay rates may constitute premium pay to the extent permitted under the American Rescue Plan Act. Any COLA that becomes effective on or after July 1, 2022, shall apply to the base pay rates as adjusted pursuant to this subparagraph.
 - b. Effective the first full pay period following July 1, 2022, there will be a two and one-half percent (2.5%) COLA for each position listed in Appendix A, and each base salary provided, however, that if the CPI indicated in Appendix A is three percent (3.0%) or greater, all employees shall receive a three percent (3.0%) COLA.
 - c. Effective the first full pay period following July 1, 2023, there will be a two and one-half percent (2.5%) COLA for each position listed in Appendix A, and each base salary provided, however, that if the CPI indicated in Appendix A is three percent (3.0%) or greater, all employees shall receive a three percent (3.0%) COLA.
 - d. A one-time range adjustment increasing the annual rate of pay in all Steps for the position of Fire Plans Examiner/Inspector will be applied the first full pay period after July 1, 2021, in the amount of five percent (5.0%). The range adjustment will be applied before the July 2021 COLA.
2. **Pay Periods:** Each two-week period shall constitute a pay period. The pay period shall commence on Monday at 12:00 a.m. and end on Sunday at 11:59 p.m. The dates of payment shall be established by the City.
3. **Initial Appointment:** Upon entering the classified service, an employee shall receive compensation at the minimum of the salary range of the job classification for which employee was hired.

When economic conditions, unusual employment conditions, or exceptional qualifications of a candidate for employment indicate that a higher rate would be in the City's best interest, the Fire Chief or designee with the approval of the Human Resources Manager may authorize hiring at a rate above the minimum for the job classification for which the employee is being hired, but in all cases, the rate is not to exceed the maximum for the job classification.

4. **Promotions:** When an employee is promoted to a position allocated to a higher pay range, the employee shall receive a salary within the range of the new position class, but not less than the employee's salary at the time of promotion.
5. **Demotions:** When an employee is demoted within a position class or to a lower position class, the pay rate shall be commensurate with the employee's new status within the range of the class in which the employee was demoted.
6. **Reduction within a Position Class:** The Fire Chief or designee, with the approval of the City Manager may reduce an employee within a position class from the employee's current salary to any lesser salary within the salary range for that class upon failure of the employee to maintain a standard of work set forth in the position class

job description. The employee may again be raised by the Fire Chief or designee, with the approval of the City Manager, to a salary not to exceed that from which the employee was reduced.

7. **Permanent and Temporary Transfers:** When an employee is transferred to a position in the same salary range, the employee shall receive such salary as recommended by the Fire Chief or designee, as approved by the City Manager, provided that the employee's salary will not be reduced. The forty (40) hour duties will carry increased responsibilities and include a vehicle for an employee to gain education and experience. The increased responsibility will offset the fact that the employee will be working fewer hours for approximately the same pay.

An employee may gain or lose as much as 2.6 hours of annual or sick leave in a year's time as a result of changing the employee's accrual rates.

For Example:

$$(40 \text{ hour}) 26 \times 4.6 = 119.6 \times 7/5 = 167.44$$

$$(56 \text{ hour}) 26 \times 6.5 = 169.0; \text{ or}$$

$$(40 \text{ hour}) 26 \times 6.5 = 169.0 \times 7/5 = 236.60$$

$$(56 \text{ hour}) 26 \times 9.0 = 234.0$$

Whenever an employee is permanently or temporarily – thirty-one (31) days to six (6) months - transferred from a fifty-six (56) hour to a forty (40) hour work week, the employee shall be paid at the forty (40) hour rate, except for light duty assignment specified in Section 10 of this Article.

8. **Reclassification of Position:** When a job classification position is reclassified to a higher pay range, the employee in that classification shall be placed in the new pay range at a salary not less than the employee's current salary.
9. **Full-Time Service:** For the purposes of determining eligibility for salary advancements and accrual benefits, the term "full-time service" shall mean the number of days actually worked on a job, including absences with pay. Leave of absence without pay shall not be credited as full-time service.
10. **Light Duty Pay:** When an employee is assigned to light duty because of a temporary physical disability or condition, the employee shall be paid at the rate of the normal duty assignment without regard to the temporary duty schedule. A temporary duty assignment shall not exceed six (6) calendar months.

Article B - PAY INCREASES

All Firefighters employed by the City shall be paid according to this Agreement effective the first full pay period following July 1, 2021. The step advancement system shall be based on objective testing standards. Firefighters shall be paid and be confirmed by the City in the following manner:

1. **Firefighters, Fire Prevention Inspector I/II, and Fire Plans Examiner/Inspector:**
- a. At the completion of a twelve (12) month probationary period, an employee in the job classification of Firefighter, Firefighter Paramedic, Fire Plans Examiner/Inspector, or Fire Prevention Inspector I whose service has been certified as satisfactory by the employee's immediate supervisor, shift supervisor and Fire Chief or designee shall be deemed a classified employee, however, the probationary period may be extended as per Civil Service Rules. A firefighter, firefighter paramedic, Fire Plans Examiner/Inspector, or Fire Prevention Inspector I hired at range minimum shall receive a step increase to Step 2, but the employee shall have successfully completed the objective examination as administered by the Fire Department.
 - b. The City shall from time to time establish, with the approval of the Sparks Civil Service Commission, job descriptions for the Firefighter, Firefighter Paramedic, Fire Plans Examiner/Inspector, and Fire Prevention

Inspector I/II job classifications and provide each employee with a copy of the job description for the employee's position. The job description shall state the principal assignments and responsibilities of an employee and shall be used as the basis for evaluating the employee's job performance along with the other factors utilized in the City's evaluation process.

- c. An entry-level probationary employee shall be given a work performance evaluation at the end of the 3rd, 6th, 9th, and 12th months of the employee's probationary year.
- d. When a work performance evaluation during the probationary year, rates a Firefighter, Firefighter Paramedic, Fire Plans Examiner/Inspector, or Fire Prevention Inspector I's performance substandard, the Fire Chief or designee shall discuss the report with the employee and set forth a written plan specifying the area(s) of deficiency, steps to be implemented to correct the area(s) of deficiency, and the scheduling of monthly or other periodic follow-up evaluations to monitor the employee's work performance.
- e. At the completion of the Firefighter's or Firefighter Paramedic's second year of employment, said employee shall receive a step salary increase to Step 3, but the employee shall have successfully completed the objective examination as administered by the Fire Department.

At the completion of the Fire Prevention Inspector I's second year of employment, an employee who has successfully completed the objective examination as administered by the Fire Department will be assigned as Fire Prevention Inspector II and shall receive a salary increase to Step 3 of the Fire Prevention Inspector II salary range.

At the completion of the Fire Plans Examiner/Inspector's second year of employment, an employee who has successfully completed the objective examination as administered by the Fire Department shall receive a salary increase to Step 3 of the Fire Plans Examiner/Inspector salary range.

- f. At the completion of the Firefighter's, Firefighter Paramedic's, Fire Plans Examiner/Inspector's, or Fire Prevention Inspector's third year of employment, said employee shall receive a step salary increase to Step 4, but the employee shall have successfully completed the objective examination as administered by the Fire Department.

2. Fire Apparatus Operator (FAO) and Fire Prevention Inspector III:

- a. Immediately upon receiving appointment to an FAO or Fire Prevention Inspector III position, the probationary employee shall receive a five percent (5%) salary increase unless the appointed employee served in the position of acting FAO with the Sparks Fire Department for a minimum of seven hundred twenty (720) hours, or Fire Prevention Inspector III with the Sparks Fire Department for a minimum of four hundred eighty (480) hours, at which time said employee shall receive Step 4 pay.
- b. If promoted below Step 4, at the completion of not less than six (6) months and not more than one (1) year probationary period, said employee shall receive an increase in salary to Step 4.
- c. The City shall from time to time establish, with the approval of the Sparks Civil Service Commission, job descriptions for FAO and Fire Prevention Inspector III job classifications and provide each employee with a copy of the job description for the employee's position. The job description shall state the principal assignments and responsibilities of an employee and shall be used as the basis for evaluating the employee's job performance along with the other factors utilized in the City's evaluation process.
- d. An entry-level probationary employee shall be given a work performance evaluation at the end of the 3rd and 6th months of the employee's probationary period.
- e. When a work performance evaluation during the probationary year rates an FAO or Fire Prevention Inspector III's performance as substandard, the Fire Chief or designee shall discuss the report with the employee and set forth a written plan specifying the area(s) of deficiency, steps to be implemented to

correct the area(s) of deficiency, and the scheduling of monthly or other periodic follow-up evaluations to monitor the employee's work performance.

3. Fire Captain or Assistant Fire Marshal:

- a. Immediately upon receiving appointment to Fire Captain or Assistant Fire Marshal, the probationary employee shall receive a five percent (5%) salary increase unless the appointed employee served in the position of acting Fire Captain or Assistant Fire Marshal with the Sparks Fire Department for a minimum of seven hundred twenty (720) hours, at which time said employee shall receive Step 4 pay.
 - b. If promoted below Step 4, at the completion of not less than six (6) months and not more than one (1) year probationary period, said employee shall receive an increase in salary to Step 4.
 - c. The City shall from time to time establish, with the approval of the Sparks Civil Service Commission, job descriptions for the Fire Captain or Assistant Fire Marshal job classifications and provide each employee with a copy of the job description for the employee's position. The job description shall state the principal assignments and responsibilities of an employee and shall be used as the basis for evaluating the employee's job performance along with the other factors utilized in the City's evaluation process.
 - d. An entry-level probationary employee shall be given a work performance evaluation at the end of the 3rd and 6th months of the employee's probationary period. When a work performance evaluation during the probationary year rates a Fire Captain or Assistant Fire Marshal's performance as substandard, the Fire Chief or designee shall discuss the report with the employee and set forth a written plan specifying the area(s) of deficiency, steps to be implemented to correct the area(s) of deficiency, and the scheduling of monthly or other periodic follow-up evaluations to monitor the employee's work performance.
4. With respect to any probationary employee or any employee scheduled to receive a step advancement, if the objective test to be administered by the Sparks Fire Department is not completed within six (6) months of the Firefighter being placed in the particular position, then the Fire Chief or designee shall set forth in writing reasons for an extension in time. In no case shall the extension exceed an additional six (6) months.
 5. Regarding Paragraph 4, the Fire Chief or designee shall certify that the decision is not based upon budgetary constraints.
 6. City agrees that employees covered by this Collective Bargaining Agreement shall have the right to review a list of subject matter and comment as to any proposed certification test to be administered by the Fire Department.
 7. The City will abide by the current Civil Service Rules regarding promotion. The City agrees to discuss with the Firefighters and to allow the Firefighters input into the review of the testing procedures to be used in said promotional exam. Thirty (30) days prior to the posting of a promotional examination a representative of the Firefighters may meet and confer with representatives of the City to discuss position requirements and promotional testing procedures as they relate to any promotions involving any such job classifications. Nothing in this section relinquishes any Management Right. The promotional procedures will not be amended without thirty (30) days' prior written notice of proposed amendment and negotiation of any change which is a mandatory subject of bargaining under NRS 288.150(2).

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. **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.

3. **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.

4. **Callback Compensation:** Callback shall be compensated as per Paragraph 1(a) of this article, NRS 286.025 and PERS Revised Official Policies 286.025.
5. **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 overtime list and is subject to a two (2) hour minimum.
6. **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.
7. **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 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.
8. **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.

9. **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.
10. **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.

Article D - EDUCATIONAL INCENTIVE PAY AND EDUCATIONAL LEAVE

1. **Educational Incentive:** An employee shall receive payment for education as follows:
 - a. The rate of one and one-half percent (1.5%) of the employee's base salary for the successful completion of thirty (30) credits which are acceptable by Truckee Meadows Community College toward a degree in Fire Science, or as approved by the Fire Chief or designee and Human Resources; or, three percent (3%) of the employee's base pay for the successful completion of the requirements for the degree of Associate in Applied Science in Fire Science. Such payment shall be payable biweekly. Education Incentive will not be paid until a certified transcript is provided to Human Resources, and will not be retroactive.
 - b. An employee earning a Bachelor's Degree from an "accredited" institution shall receive three percent (3%) of the employee's base biweekly pay. Such payment shall be payable biweekly. Education Incentive will not be paid until a certified transcript is provided to Human Resources, and will not be retroactive. See matrix below.
 - c. An employee who is eligible for both educational incentives (AA and Bachelor's) shall receive six percent (6%) of the employee's base biweekly pay. Employees earning the Bachelor's Incentive will not receive the one and a half percent (1.5%) for credits earned towards an AA in Fire Science. Education Incentive will not be paid until a certified transcript is provided to Human Resources, and will not be retroactive. See matrix below.
 - d. An Employee earning a Bachelor's Degree in Fire Science will receive six percent (6%) of the employee's base biweekly pay. Employees earning this incentive will not receive the one and a half percent (1.5%) for credits earned towards an AA in Fire Science. Education Incentive will not be paid until a certified transcript is provided to Human Resources, and will not be retroactive. See matrix below.

Paragraph	Education	Percentage
a	30 credits toward Fire Science (not combined with any other)	1.5%
a	AA in Fire Science	3%
b	Bachelor (any degree)	3%
c	AA in Fire Science plus Bachelor (any degree)	6%
d	Bachelor - Fire Science	6%

2. **Educational Leave:** The purpose of Educational Leave is to enable an employee to attend professional development training or classes when 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. 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) hour 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 cover employee agrees to fewer hours, the employee on Educational Leave may also be credited back hours (only in whole hours).

An employee will be required to give ninety-six (96) hours advance notice to the shift supervisor (BC or Fire Marshal) when Educational Leave will be taken. The operating requirements of the City as determined by the Fire Chief or designee shall prevail.

Article E - SPECIAL DUTIES DIFFERENTIAL PAY

1. **Special Team Pay:**
- a. Employees who maintain on an annual basis the Sparks Fire Department requirements for the Hazardous Materials Team, who are certified as Hazardous Material Technicians, and who are assigned to the Hazardous Materials team shall receive special duty pay equal to three percent (3%) of base pay paid biweekly.
 - b. Employees who maintain on an annual basis the Sparks Fire Department requirements for Technical Rescue including but not limited to confined space rescue, trench rescue, high angle rescue, structural collapse rescue, and who are assigned to the Technical Rescue team shall receive special duty pay equal to three percent (3%) of the base pay paid biweekly.
 - c. Employees who maintain on an annual basis the Sparks Fire Department requirements for Water Rescue, and are assigned to the Water Rescue team shall receive special duty pay equal to three percent (3%) of the base pay paid biweekly.
 - 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 base pay paid biweekly.
 - e. **Multiple Team Pay:** An employee assigned to multiple teams set forth in this Article 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 biweekly. 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).

2. **Emergency Medical Technician** –The City has determined that a Nevada Advanced Emergency Medical (EMT-A) certification is an essential function for the jobs of Firefighter, Fire Apparatus Operator and Fire Captain. Employees who have a current EMT-A and are on a one hundred and twelve (112) hour schedule will receive an increase in their base pay (see Appendix A). Employees who have a current EMT-A and are on an 80-hour schedule will also receive an increase to their base pay (see Appendix A).

The City agrees to pay for the cost of renewal of EMT-A certificate.

3. **Paramedic Pay:**

- a. **Firefighter Paramedics:** Current City of Sparks Firefighters who wish to transfer to the position of Firefighter Paramedic and who have the proper Paramedic Certification and Nevada License may do so by making the election to Human Resources. This assignment will require a three (3) year commitment from the Firefighter during which time the Nevada Paramedic Certification must be maintained. After three (3) years, those individuals who have elected to take the position of Firefighter Paramedic may elect to subsequently renew such commitment every three (3) years or return to the position of Firefighter. Such election to return to Firefighter shall result in the applicable decrease in pay as set forth in Appendix A. Firefighters must maintain the EMT-A certification in accordance with Paragraph 2 of this Section.
- b. Employees hired after January 1, 2017, who are hired in or assigned to the position of Firefighter Paramedic must possess and maintain their Nevada Paramedic Certification while in the position of Firefighter Paramedic. The pay rates for Firefighter Paramedic are set forth in Appendix A.
- c. **Fire Captain and Fire Apparatus Operator:** Consistent with other special duty pay practices, all current Fire Captains and Fire Apparatus Operators who possess a Nevada Paramedic Certification and choose to perform the duties associated with Paramedic special duties will be required to sign an initial three (3) year commitment letter to maintain said Nevada Paramedic Certification, with subsequent renewals for a period of three (3) years.

Fire Captains and Fire Apparatus Operators who possess and maintain a Paramedic certification and a Nevada License and comply with the licensing requirements of a paramedic certification, including any ongoing education and training requirements imposed by the Sparks Fire Department, and choose to sign a three (3) year commitment letter shall receive the following additional special pay at the following schedule:

Title	Percent of employee's base pay (excluding all other special pays)
Fire Apparatus Operator	3.0%
Fire Captain	3.0%

The City agrees to pay for all associated costs of renewal of Nevada Paramedic certificate for any Firefighter Paramedic, Fire Apparatus Operators and Fire Captains who maintain their paramedic license.

In the event a Fire Captain or Fire Apparatus Operator's Paramedic Certification lapses or is not maintained, the special pay shall cease. The Fire Captain or Fire Apparatus Operator shall inform Human Resources within twenty-four (24) hours of the employee's receipt of notification of loss or cessation of the Paramedic Certification and Nevada Paramedic License. Fire Captain or Fire Apparatus Operator shall maintain the EMT-A Certification in accordance with Paragraph 2 of this Section.

4. **Bilingual Pay:** Employees who are bilingual shall be entitled to bilingual pay in the amount of one-hundred dollars (\$100.00) biweekly. The City will design and implement a testing process to determine whether an Employee qualifies for bilingual pay. Bilingual pay will be effective with the first full pay period after the Employee's qualification for bilingual pay. Employees receiving bilingual pay must make themselves available while on duty to engage in translation duties and must comply with any request they receive while on duty to engage in translation. An employee who fails to comply with this provision may be removed from the list of employees eligible to receive bilingual pay.

Article F - ACTING TEMPORARY PAY

1. Any classified employee who has been confirmed to employee's position may be temporarily assigned to serve in an acting capacity in a position allocated to a higher pay range than that in which the employee is employed so long as the employee is certified in the higher position. If an employee is temporarily assigned the duty of such position, employee shall, for each day thereafter so assigned be termed an "Acting Temporary" employee.
2. Any classified employee who is certified in the higher position shall receive compensation five percent (5%) greater than employee's regular compensation beginning with the first shift of such temporary work assignment. Upon termination of the temporary assignment, the employee shall return to employee's original compensation. At no time will the acting pay exceed the pay of the top step of the higher classification.
3. A Firefighter, Fire Apparatus Operator, or Fire Captain who is certified in the higher position and has served in an "Acting Temporary" capacity for seven hundred twenty (720) hours, shall receive Step 4 pay for the higher-rated classification in which the employee is serving, beginning with the first hour after seven hundred twenty (720) hours worked in such higher-rated position.
4. A Fire Prevention Inspector I, II, or III who is qualified to serve in the higher position and has served in an "Acting Temporary" capacity for four hundred eighty (480) hours shall receive Step 4 pay for the higher rated classification in which the employee is serving, beginning with the first hour after four hundred eighty (480) hours worked in such higher-rated position. An Assistant Fire Marshal who is qualified to serve as a Fire Marshal and has served in an "Acting Temporary" capacity as such for four hundred eighty (480) hours shall receive the top step for the Fire Marshal position, beginning with the first hour after four hundred eighty (480) hours worked as a Fire Marshal.

Article G - STAND-BY DUTY

1. **Definition:** A period of non-duty hours when employee is assigned to be available to respond to their duty station without delay. The Fire Chief or designee may assign Stand-By Duty at their discretion when an emergency exists or when it is in the best interest of the City to have off-duty employees ready to respond without delay.
2. **Requirements:** An employee assigned to Stand-By Duty, to accrue Stand-By pay, must adhere to the following:
 - a. Carry a departmental pager or provide a telephone number where they can be contacted.
 - b. Report for duty to the nearest Sparks Fire Station within one (1) hour after being paged or called. The one (1) hour requirement may be waived if the roadway system has been compromised by the emergency.
3. **Pay/Benefits:** The employee assigned by the Fire Chief or designee to Stand-By Duty shall be entitled to stand-by pay at the rate of one-quarter (1/4) of their base hourly rate for each one (1) hour period of stand-by duty. When an employee is called back to work while on stand-by duty, stand-by pay shall stop and the employee shall be paid at their time and one-half (1½) hourly rate from the time of the page or call. The provisions of Article C, Paragraph 3 of this Agreement shall apply. When an employee is no longer required to be on duty, employee may be placed back on stand-by duty status or released to off-duty status.
4. **Fire Investigator:** 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 Investigator is called to active duty while on-call, the Investigator shall be paid in accordance

with Section 2, Article C of this Agreement. All hours prior to and following the active duty shall be paid at the on-call rate. In no instance will an Investigator be paid both on-call pay and stand-by pay concurrently.

Article H - EMPLOYEE LONGEVITY

1. **Eligibility:** All employees who have completed five (5) years of service with the City, with each year being computed to the 16th day of November, shall be entitled to longevity pay in addition to regular pay and benefits.
2. **Amount of Longevity Pay:** Employees shall earn longevity pay at the rate of one half of one percent (0.5%) of annual base salary multiplied by the number of years of service with the City up to a maximum of ten percent (10%), or six thousand dollars (\$6,000.00) per year whichever is the lesser amount. The calculation used in an example is as follows:

$$\frac{\text{Base Salary} \times \text{Number of Months Employed} \times .005}{12}$$

3. **Computation and Payment of Longevity Pay:** The longevity pay shall be computed from the longevity date through November 16th of the year being paid. For purposes of computation, a longevity date prior to the 16th of a month shall cause that month to be counted as a month of employment.

Longevity pay for all eligible employees shall be paid no later than the Wednesday prior to Thanksgiving.

4. **Creditable Service for Longevity Computation:** All periods of classified full-time employment with the City shall be considered as creditable service for the purpose of computing longevity eligibility service.

This will be interpreted to include all previous classified City employment, provided the employee's service was terminated under honorable conditions and that not more than five (5) years lapsed between any periods of termination and reentering City employment. Any period in which an employee was, while employed by the City, called into the active military service of the United States Armed Forces will be considered as creditable service for computation of longevity pay.

5. **Non-Creditable Service for Longevity Computation:**
 - a. Any periods that an employee is on authorized leave of absence will be deducted from the creditable service time for longevity pay.
6. **Payment of Longevity Pay upon Termination:** An eligible employee shall be paid applicable longevity pay upon termination of employment with the City, provided the employee leaves under honorable conditions. Payment will be prorated by dividing the number of whole months worked since the preceding November 15 by twelve (12) and multiplying by the Longevity Computation or the employee maximum, whichever is less.
7. **Payment of Longevity Pay upon Death:** Longevity pay shall be paid to the employee's beneficiary or estate. Longevity will not be prorated upon death. The full annual amount will be paid.

Article I - CLOTHING AND PERSONAL ITEM ALLOWANCE

1. **Uniform Allowance:** Employees who are required to maintain uniforms shall be paid a uniform allowance for the proper maintenance of uniforms. This allowance shall be twenty dollars and no cents (\$20.00) per week, computed from Monday at 12:00 a.m. through Sunday at 11:59 p.m. All uniform allowance shall be payable with the employee's regular pay each pay period.
2. **Protective Clothing and Equipment:** The City agrees to supply protective clothing and protective equipment appropriate to the job duties for all employees covered by this contract. The City further agrees to replace protective clothing and protective equipment when they become worn, damaged, obsolete, or no longer meet

minimum safety standards. Protective clothing and protective equipment shall meet current NFPA and OSHA standards whenever applicable.

The first pair of wild land boots will be furnished by the City at no cost to employees. Wild land boots purchased after the effective date of this agreement will meet the NFPA and OSHA standards for wild land fire boots. These boots will be repaired or replaced if damaged while being worn during a wild land fire incident. If the employee chooses to wear the boots other than for wild land fire incidents, normal wear and tear will not be considered for replacement and shall be the responsibility of the employee.

3. Watches and Eyeglasses: The City agrees to reimburse employees for watches and eyeglasses that are damaged, lost or destroyed on the fire ground or while performing job-related duties to a maximum of one hundred dollars (\$100.00) for each incident, as certified by the Fire Chief or designee.

Article I - PAYMENT UPON DEATH OF AN EMPLOYEE

Upon the death of an employee, the City Manager shall instruct the Financial Services Director concerning the disposition of all compensation due and payable.

Article K - DEFERRED COMPENSATION MATCH

Effective the first full pay period of July 2021, each employee that is an active participant and contributes a minimum of seventy-five dollars (\$75.00) per pay period to a City approved Deferred Compensation program, will have their contributions matched by the City, not to exceed seventy-five dollars (\$75.00) per pay period.

Article L - WELLNESS ALLOWANCE

In order to facilitate Employees obtaining cancer screening according to NFPA 1582 and any successor document, effective the first full pay period following July 1, 2021, each Employee shall receive a one-time increase to annual base pay rates in the amount of five hundred dollars (\$500.00). This increase shall be applied before any cost of living adjustment.

SECTION 3 - BENEFITS

Article A - GROUP HEALTH AND LIFE INSURANCE

1. Eligibility: All employees are eligible to enroll in the group health and life insurance, and may after initial employment, on the first day of calendar the month following employment, enroll in the City's group health and life insurance plan provided, however, such employee is not excluded from enrollment by conditions of the City's Group Health Insurance Plan Document.
2. City-Employee Share of Premium:
 - a. The City shall pay one hundred percent (100%) of the premiums for the group health and life insurance coverage for each employee. Effective July 1, 2007, the City will pay seventy-five percent (75%) of the employee's eligible dependent's group health plan premiums (health, dental, vision, life), employees will pay twenty-five percent (25%) of their eligible dependent's group health plan premiums (health, dental, vision, life) via automatic payroll deductions.
 - b. The City shall maintain an equal or better standard of group health insurance coverage unless change is agreed to as provided in Paragraph 3 of this Article.
 - c. An employee on leave without pay who exceeds the limits set by the Family Medical Leave Act (FMLA) may continue the group health insurance coverage by pre-paying the entire one hundred percent (100%) premium amount to the City.

3. **Group Health Care Committee:** The purpose of this Committee is to discuss cost containment measures and to recommend to the City Council any benefit changes to the City's self-insured group health and life insurance plan.

The Committee shall be comprised of one (1) voting members and one (1) alternate member from each of the following recognized bargaining units:

- Operating Engineers (OE3)
- Sparks Police Protective Association (SPPA)
- International Association of Firefighters (IAFF)

The Committee shall also be comprised of one non-voting member and one alternate member from each of the following represented and non-represented groups to provide input to voting members:

- Operating Engineers Supervisory Unit
- Confidential
- Management Professional/Appointed
- Classified Chief Officers

One (1) retired employee and alternate will serve to provide input on the effect of any changes upon retirees.

The Committee Chairperson and Vice-chairperson will be appointed by the City Manager and will not have a vote on the Committee.

The voting member of each recognized bargaining unit shall have the authority to bind said bargaining unit to any modification in benefits recommended to the City Council subject to ratification of at least two (2) of the voting members (OE3, SPPA, e). Any two (2) of the listed three (3) bargaining units can bind the remaining bargaining units to changes to the City's self-insured group health and life insurance plans. Any modification in benefits agreed to by the City Council on recommendation of the committee shall be binding upon each represented and non-represented group.

4. **Benefits upon Retirement:** Any employee with a minimum of twenty (20) years of service with the City, who retires after July 1, 2005, and qualifies for retirement benefits under Nevada PERS will be entitled to the following benefit:
- a. The City will pay sixty percent (60%) of the health insurance premiums (medical, dental, vision, life) under the City's group health insurance plan for the retired employee and employee's spouse at the time of retirement and so long as married to the retiree. However, this benefit cannot be combined with any employer subsidy under Nevada Law.
 - b. When the retired employee reaches the eligibility age for Medicare benefits, the City agrees to pay fifty percent (50%) of the health insurance premiums (medical, dental, vision, life) only for the retired employee. The retired employees' benefit will continue until the retired employee's death.
 - c. Spousal survivor benefits: in the event of the retiree's death, the covered spouse's benefit shall continue until the spouse's death, remarriage, or the date the retiree would have reached the age of Medicare eligibility, whichever occurs first.
 - d. Sick leave conversion benefits pursuant to Section 3, Article B may be applied toward the remaining portion of the monthly health insurance premium so long as there is a balance of accumulated sick leave conversion funds.

- e. Any employee who retires under Nevada PERS after July 1, 2005 may continue the group health insurance coverage for that portion not covered under Paragraph D by paying in advance the monthly premium amount calculated for employees/dependent(s) to the City.

Article B - SICK LEAVE CONVERSION

1. **Eligibility:** Employees who elect to have sick leave payoff in cash in accordance with this agreement are not entitled to elect conversion of accumulated sick leave to an insurance benefit. Employees electing sick leave conversion to an insurance benefit are not entitled to sick leave payoff in cash.
2. **Conversion of Accumulated Sick Leave:** Employees retiring and qualifying for retirement under Nevada PERS with a minimum of fifteen (15) years of total service with the City of Sparks may elect to convert the following percentages of the employee's accumulated sick leave balance to an unfunded city account for the purpose of paying for coverage under the City's group health insurance plan on a monthly basis.

Years of Service	Conversion Percentage
15	50%
16	55%
17	60%
18	65%
19	70%
20	75%
21	80%
22	85%
23	90%
24	95%
25 or more	100%

The account is assigned a present value as of the date of retirement equal to the number of hours of accumulated sick leave multiplied by the employee's base hourly rate multiplied by the conversion percentage at the time of retirement. The City will account for a retiree's accumulated sick leave and debit said account on a dollar-for-dollar basis.

The City will pay the retiree's group health coverage so long as there is a balance of accumulated sick leave conversion funds. The fund to which the accumulated sick leave balance is credited does not accrue interest and does not have cash value.

When a retired employee becomes eligible for Medicare coverage or other federal programs, the retiree will receive Medicare supplemental coverage from the City's group health insurance plan so long as there is a balance of accumulated sick leave conversion funds, or the retiree agrees to pay for the costs themselves.

A surviving spouse will continue to receive group health insurance coverage as set forth in Section 3, Article A so long as there is a balance of accumulated sick leave conversion funds, or the coverage is paid for by the surviving spouse. This benefit is nontransferable and does not survive the retiree except as to a surviving spouse as described above.

Article C - RETIREMENT

1. Except as provided in Section 2 below, the retirement rights of the employees are as provided by the statutes of the State of Nevada (NRS Chapter 286).
2. Effective the first pay period in July 1981, the City shall pay all employee Firefighter contributions to the Nevada Police and Firemen's Retirement Fund, as specified in Chapter 286 of NRS.

Article D - TUITION REIMBURSEMENT

The City shall pay one hundred percent (100%) of tuition, registration and lab fees, required textbooks, and ancillary written course materials, not to exceed one thousand dollars (\$1,000.00) per fiscal year effective the first full pay period following July 1, 2007 for required and elective courses in a degree or UNR certificate program in which the employee is enrolled in fire science, public or business administration, management, or political science. Tuition reimbursement is also available for advanced training in a fire science program or fire related courses and seminars with advance written approval by the Fire Chief or designee and Human Resources Manager.

For tuition reimbursement to be considered (subject to final approval), advanced notice of tuition reimbursement requests must be submitted to the Fire Chief or designee, prior to the class start date and time. In the case the employee has limited notice of the training opportunity, an email may be submitted to the Fire Chief or designee, and shall serve as advanced notice when followed up by the completion of the appropriate documentation on the employee's next work shift. If no request is submitted to the Fire Chief or designee, prior to the class start date and time, the employee will be ineligible for tuition reimbursement.

Payment will be made only upon receipt of proof of course completion with a final grade of "C" or higher. Where a course is graded "satisfactory" or "unsatisfactory", only the "satisfactory" grade will be accepted. Where a course is not graded, payment will be made upon receipt of a Certificate of Completion.

Article E - PHYSICAL EXAMINATION

All classified Fire Department employees covered under this Agreement shall be required to have a complete medical examination conducted each calendar year, and receive mental health training as prescribed under NRS 616, 617, 616C.180 and NAC 616, 617.

The medical examination shall be accomplished by a licensed medical doctor who shall be required to report the findings of the physical examination to the Human Resources Manager. The City will designate the physician who is to perform the physical examination. The physical examination shall consist of all those essential elements to determine the physical fitness of the employee as prescribed under NRS 616, 617 and NAC 616, 617.

The employees required to have examinations shall have their physical examination accomplished during the month of their individual birth date of each calendar year.

Employees will be entitled to schedule up to three (3) hours of paid overtime during off-duty hours to complete the annual physical examination.

SECTION 4 - LEAVE BENEFITS

Article A - HOLIDAYS AND HOLIDAY PAY

1. The following legal holidays will be observed:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth Day	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Nevada Day	Last Friday in October
Veteran's Day	November 11
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Friday after Thanksgiving Day
Christmas Day	December 25

and any other day that might be declared a holiday by the Mayor of the City of Sparks, or by the Governor of the State of Nevada, or by the President of the United States. Temporary employees are ineligible for holiday benefits.

All fifty-six (56) hour employees shall receive twelve (12) hours of holiday pay for holidays specified in Section 1 of this Article.

When any such shift employee volunteers to provide another such shift employee who is scheduled to work any such holiday with time off on said holiday, the relieving employee shall receive twenty-four (24) hours of holiday pay for working the said holiday calculated at the employee's rate of pay. The employee taking the time off shall still receive regular compensation for the holiday in question.

Where one of the above holidays occurs when an employee is scheduled to work a forty (40) hour week, eight (8) hour shifts, eight (8) hours of the covered employee's scheduled work shift shall be observed as the employee's holiday. Where one of the above holiday's falls on an employee's first scheduled day off, the preceding day shall be observed as the employee's holiday. Where one of the above holiday's falls on the employee's second or succeeding scheduled day off, the succeeding work day shall be observed as the employee's holiday.

Any forty (40) hour employee who works one of the above holidays shall receive two (2) times base pay for the holiday hours worked. Any work other than during an employee's regularly scheduled work week shall be considered "overtime."

2. Holiday Compensatory Time (HCT)

- a. Election of HCT: All fifty-six (56) hour work week, twenty-four (24) hour shift employees who have satisfactorily completed their entry-level probationary period in the suppression division may elect to receive HCT in lieu of holiday pay, as provided in Paragraph 1 above. The election will be made by the employee in writing prior to January 1 and July 1 of any fiscal year, and such election shall remain in force and effect until changed at a subsequent election. An employee may elect to exit the program on July 1 of any fiscal year. Upon such election the employee will be paid for accumulated hours in accordance with paragraph F below. Employees not enrolled in the HCT program are not eligible to earn, trade, or maintain HCT. HCT will be earned at the rate of twelve (12) hours/holiday after the holiday is worked.
- b. Scheduling HCT: A requesting employee who has earned and accrued HCT in excess of twelve (12) hours may request HCT off by first obtaining a written agreement from a qualified relief employee(s) of equal (non-acting) rank to work the HCT off in accordance with all the requirements of this Article. HCT will be used in minimum increments of twelve (12) hours.

Use of accrued HCT is subject to the approval of the agreement by the requesting employee and relief employees' immediate supervisor(s) at least twenty-four (24) hours prior to the affected shift. Approval for such time off shall not be unreasonably withheld. HCT will be tracked in the Fire Department timekeeping system.

- c. Deduction of HCT: For each shift off, any employee approved to use HCT will have accrued hours deleted from the employee's accrued holiday pay/holiday compensatory time in twelve (12) hour increments and will receive no pay or other prorated monetary benefits for such HCT, except as provided below for payment for unused HCT. The accounting of the deletion of the twelve (12) or twenty-four (24) hours of accrued compensatory time per shift of the requesting employee will be the sole basis for payment of the relief employee at no additional cost impact to the City. The exception to the twelve (12) hour increment is emergency callback, which will be treated in the same manner as shift trades.
- d. Compensation for Relief Employee: The requesting employee's banked hours will be transferred to the relief employee's banked hours. Hours worked by the relief employee(s) pursuant to this Article will not be a basis for overtime pursuant to Section 2, Article C unless the requesting employee is called back

pursuant to Section 2, Article C. The failure of any relief employee to work a shift(s) in accordance with this Article, without an approved illness, injury or emergency approved in writing by the relief employee's immediate supervisor, will result in the relief employee forfeiting twelve (12) hours of holiday pay or HCT for each missed shift.

- e. Effect on FLSA: Hours worked pursuant to this Article shall not increase/decrease the requesting relief employees' entitlement to FLSA overtime.
- f. Payment for Unused HCT: If the employee elects in some future fiscal year to receive holiday pay in lieu of HCT, the employee will be paid for any accrued HCT in the first pay period following said election at the employee's current regular hourly rate. Prior to transfer to a forty (40) hour assignment, termination of employment or promotion into a bargaining unit which does not provide for HCT in the same manner as this Agreement, the employee will be compensated for all accrued HCT at the employee's current regular hourly rate. A fifty-six (56) hour work week employee who is on a temporary shift change to a forty (40) hour work week who requests payment for any unused HCT shall be paid at employee's fifty-six (56) hour hourly rate.

Payment for unused or banked hours may be made upon the written request of the employee at any time during the fiscal year. Should an employee reach the maximum four hundred eighty hours (480), all hours over that amount will be paid at the applicable rate.

- g. When promoted within this bargaining unit an employee shall keep the same monetary value in their HCT account.

Example: Firefighter promoted to Fire Apparatus Operator

100 banked holiday hours @ FF hourly rate of \$18 per hour = \$1,800.00

\$1,800.00 value divided by FAO hourly rate of \$20 per hour converts to new HCT bank of 90 hours.

Article B - ANNUAL LEAVE

1. **Eligibility:** For the purpose of determining eligibility for annual leave allowance, the term "continuous service" shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.
2. For the purpose of determining annual leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in the City's service and absence on temporary military duty shall be deemed "actual service."
3. An employee is not entitled to take annual leave until completion of six (6) months employment with the City.
4. A regular, full-time employee will be granted vacation benefits as follows:

Years of Continuous Service	Accrual Rate 40 Hour Employees per Bi-Weekly Pay Period	Accrual Rate 56 Hour Employees per Bi-Weekly Pay Period
Less than 5 years	4.6 hours	6.5 hours
5 years or more	6.5 hours	9.0 hours
10 years or more	7.1 hours	10 hours
15 years or more	7.9 hours	11.0 hours
20 years or more	8.4 hours	12.0 hours
Maximum Accumulation	380 hours	500 hours

The vacation accrual maximum of three hundred eighty (380) and five hundred (500) hours may be waived with written approval of the Fire Chief or designee and City Manager. Vacation credits shall accrue for each pay period on a pro-rata basis.

5. Choice of vacation dates shall be granted whenever practical, but the operating requirements of the City, as determined by the Fire Chief or designee, shall prevail. Where more employees than can be released for vacation request a particular period, preference will be in order of seniority determined by years of service based on ranking at time of hire, provided the remaining employees are qualified to do the work. Fifty-six (56) hour employees will pick their vacation in the following manner:
 - a. Vacation selection process will commence on November 1st of each year. Employees will have the opportunity to pick their vacation under the following rules:
 - The first round of the vacation picks must be in forty-eight (48) hour consecutive blocks.
 - Second round picks will follow the first-round picks in the first week in December. Second-round picks must be in forty-eight (48) hour blocks. These blocks do not need to run consecutively.
 - Third-round picks will be completed before the end of December. Third-round picks must be in twenty-four (24) hour blocks. These blocks do not need to run consecutively.
 - After all employees have completed the third-round picks, the calendar will be opened up to all employees on a first come, first serve basis.
6. Resignation and/or Retirement: A person about to resign or about to retire under the provisions of Nevada PERS or who is to be laid off without fault on their part, and who has earned a vacation, may be granted a vacation for the time so earned not to exceed the maximum annual accrual for the employee. Such vacation must be taken prior to the effective date of any such resignation, retirement or layoff; or, at resignation or retirement, the employee will be paid for all remaining Annual Hours accrued.
7. Death of Employee: Upon death of an employee presently on the employment records of this City, a lump sum payment for the accumulated vacation time accrued to employee's credit will be made.
8. Advancing Vacation Time: Under unusual circumstances, advanced vacation time may be authorized. Requests for advanced vacation time will require the Fire Chief's or designee's approval and full justification. Each request for advanced vacation will be handled as a separate individual case and considered on its own merits. The City Manager will be the final approving authority on such requests.
9. Minimum Vacation Time to be Taken: The minimum vacation may be taken at any one time by an employee shall be zero for forty (40) hour employees and four (4) hours for fifty-six (56) hour employees. Fractions of hours of leave taken shall be considered as the next largest whole hour for fifty-six (56) hour employees
10. Annual Vacation Schedule: In order for Department to plan for scheduled vacations and to allow employees a reasonable selection of vacation dates, the following formula will be used: based on assigned shift strength, one-seventh (1/7) of the bargaining unit members on a shift will be permitted to schedule annual leave. Calculations shall be rounded down to the nearest whole number. (For example: 26 on shift x 1/7 = 3.7, which rounds down to 3 employees. 27 on shift x 1/7 = 3.8, which rounds down to 3 employees. 28 on shift x 1/7 = 4 employees)
 - a. Annual vacation schedules shall be fixed in accordance with the formula in Section 11 of this Article.
 - b. If, after annual vacation schedules are fixed, an employee still has accrued leave time which is not taken under the annual vacation schedule, the employee may request leave time as follows:
 - The employee must request leave in writing no later than 0900 on the day prior to the shift where the employee desires to take leave.

- The employee must request leave in a minimum block of four (4) hours, notwithstanding other provisions in the Agreement which provide for different minimum leave requirements.
- The employee must take leave during a shift where, if the employee's request is granted, no more than one seventh (1/7) of the bargaining unit members would be on annual leave.
- The request shall be granted subject to the provisions of Section 4, Article B, Paragraph 5.

11. Emergency Leave

- Each fiscal year, fifty-six (56) hour employees shall have twenty-four (24) hours of annual leave available that is not subject to the 1/7 rule. Forty (40) hour employees shall have fourteen (14) hours. These twenty-four (24) and fourteen (14) hours may only be used for circumstances that are beyond the employee's control. Emergency leave is intended to be used during an unforeseen situation that does not allow the employee time to find a replacement within reason or usage of leave.

Examples include: flight delays, airline overbookings, road closures, severe weather, disabled vehicle on the way to work. Supporting documentation may be required of any employee using Emergency Leave. Additionally, emergencies that require the employee to leave work unexpectedly are also allowed, provided cover can be obtained. The Fire Chief, or designee, at their discretion, may allow an employee to leave work, without having found cover.

- This is not additional leave. Emergency leave is a subset of the accruals outlined in Section 4 of this Article.
 - Each employee is allowed two (2) incidents a fiscal year not to exceed a combined use of twenty-four (24) hours for fifty-six (56) hour employees and fourteen (14) hours for forty (40) hour employees.
 - Emergency leave shall be subject to a two (2) hour minimum use per incident. A single incident shall not total more than twenty-four (24) hours for fifty-six (56) hour employees or fourteen (14) hours for forty (40) hour employees.
 - Emergency leave shall not be scheduled in advance.
 - Emergency leave is not intended to enhance an employee's vacation schedule. It shall be used for unforeseen emergencies only.
12. Annual Conversion: Once per fiscal year, an employee may elect to cash out annual leave in the amount of forty (40) hours. The employee must have a minimum of one hundred sixty (160) hours to utilize this benefit. This benefit does not relieve the employee from taking the required normal vacation.

Article C - SICK LEAVE

- Eligibility: For the purpose of determining eligibility for sick leave allowance, the term "continuous service" shall be that service commencing with appointment to a position with the City and continuing until resignation or discharge.
- For the purpose of determining sick leave earned, the term "actual service" shall mean the number of days actually worked on the job; provided, however, that absence from work due to sick leave with pay, vacation with pay, injury or illness incurred in the City service and absence on temporary military duty shall be deemed actual service.

Qualifying Period: There is no qualifying period for the use of sick leave.

3. Accrual of Sick Leave:
 - a. **Forty (40) Hour Work Week:** Employees working on a classified or probationary basis in classes which have a forty (40) hour basic work week shall earn sick leave credit at the rate of five (5) hours per biweekly pay period or major fraction thereof, computed on the basis of calendar days of actual service.
 - b. **Fifty-six (56) Hour Work Week:** Employees working on a classified or probationary basis in classes which have a fifty-six (56) hour basic work week shall earn sick leave credit at the rate of seven (7) hours per biweekly pay period or major fraction thereof, computed on the basis of calendar days of actual service.
 - c. **Unrestricted Maximum:** Employees shall accumulate sick leave without limitation (unlimited). Accrual of sick leave shall cease after any period of continuous sick leave having a duration of six (6) calendar months.
4. Authorized Use of Sick Leave: Sick leave with pay, can be granted upon the approval of the Fire Chief or designee in the case of a bona fide illness or injury of an employee or illness, injury or death of any relative within the third (3rd) degree of consanguinity or affinity; to wit: spouse, parent, child, sibling, grandparent or grandchild, as outlined in Appendix B, or for the purpose of parental leave as limited in Section 9 of this Article. For leave not covered under the Family Medical Leave Act (FMLA), a fifty-six (56) hour a week employee may use sick leave for the illness, injury or death of any of said relatives during any calendar year may be granted, but shall not exceed four (4) consecutive shifts of twenty-four (24) hours per shift per any such illness, injury or death; and per event it shall not exceed three (3) events per calendar year totaling twelve (12) shifts. For a forty (40) hour per week employee, they may use up to two (2) weeks or eighty (80) hours per event and shall not exceed three (3) events per calendar year. Subject to the approval of the Department Head or designee, an Employee, including an Employee who has not yet attained classified status, who has used all sick leave as authorized by this Article may use any other leave(s) in lieu of sick leave in the following order: compensatory time, emergency leave, annual leave.
5. Certificate of Illness: Evidence in the form of a physician's certificate or certificate of illness shall be furnished as proof of adequacy of the reason for the employee's absence during the time when sick leave was requested. Certificates may be required by the Fire Chief or designee when there is an absence in excess of three (3) days; or whenever there is reason to believe that the sick leave is being abused.
6. Forfeiture of Sick Leave: No employee shall be entitled to sick leave while absent from duty on account of any of the following:
 - a. Disability arising from any conduct which is in violation of federal, state or local statute, written city or departmental policy, or direct order of the Fire Chief or designee.
 - b. Sickness or disability sustained while on Leave Without Pay.
 - c. **Fraudulent Claim:** Any person claiming sick leave, with pay, and the Fire Chief or designee approving the same where it is shown that such claim was made or approved by such claimant or the Fire Chief or designee knowing that such claimant was not in fact sick or otherwise entitled thereto, shall forfeit the equal number of sick leave hours that were used fraudulently. For example: if a person used 48 hours of sick leave fraudulently, they would lose an additional 48 hours of sick leave. If there are not enough hours accrued in the person's sick leave bank, leave without pay would be used to satisfy the remaining hours. This forfeiture is in addition to, not in lieu of, and has no impact on the City's ability to impose discipline for improper use of sick leave. It shall be the duty of the City Manager to enforce this provision.
7. Advancing Sick Leave: Upon application of an employee and approval and justification by the Fire Chief or designee and City Manager, an employee may be advanced sick leave. Advanced sick leave will not exceed sixty (60) calendar days and will be subject to the following:
 - a. Request for advancement of sick leave will be supported by a medical certificate.

- b. All available accumulated sick leave will be exhausted before advancement.
 - c. All available accumulated vacation leave will be exhausted before advancement.
 - d. There is reasonable assurance that the employee will return to duty to earn and repay the advance credits. The City Manager will be the final approving authority on such requests.
8. Recovery for Damages: If benefits are payable under this section, the cause of any injury is approximate consequence of the wrongful conduct of another, and the employee recovers damages for the time lost, the employee shall not receive sick pay under this section for the same time; or having received the same prior to the recovery of damage, the employee shall repay the City for any amount paid therefore under this section.
 9. Sick Leave for Parental Benefits: Accumulation of sick leave accruing to an employee's credit may be used for the purpose of parental leave.
 10. 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.
 11. Payment for Unused Sick Leave: The City shall pay upon separation of an employee in good standing who has ten (10) or more years of service with the City, payment equal to ten percent (10%) of said employee's total accumulated sick leave and an employee in good standing who has twenty (20) or more years of service with the City, payment equal to fifteen percent (15%) of the employee's total accumulated sick leave earned with the City. The payment shall be computed at the employee's hourly rate of compensation at date of separation.
 12. Payment for Unused Sick Leave/Upon Death of a Member: The City shall pay upon non-job related death of an employee who has had ten (10) years of service with the City, payment equal to twenty percent (20%) of employee's total accumulated sick leave balance, and an employee who has had twenty (20) years of service with the City, payment equal to thirty percent (30%) of employee's accumulated sick leave balance, and an employee who has twenty-five (25) years of service with the City, payment equal to fifty percent (50%) of the accumulated sick leave balance earned with the City. In the event of a job-related death or total permanent disability as determined under Workers' Compensation (NRS Chapters 616/617 in effect on the date of the determination), the City shall pay one hundred percent (100%) of the accumulated sick leave balance to employee's beneficiary or estate. The payment shall be computed at the employee's base hourly rate of compensation at the time of the death or total permanent disability.

Article D - CATASTROPHIC LEAVE

Employees shall be allowed to voluntarily transfer up to a maximum of ninety-six (96) hours of their accumulated sick leave during any calendar year to another member of either IAFF Local 1265 or the Sparks Fire Department Classified Chief Officers unit who has no accumulated sick hours, but who is otherwise eligible to take paid sick leave.

The employee to whom sick time is donated must have exhausted all paid time (sick, annual and compensatory time) prior to receiving donated time.

- a. The maximum amount of accumulated sick leave transferred to any employee under the terms of this article shall be nine hundred sixty (960) hours per calendar year for forty (40) hour employees or one thousand four hundred forty (1,440) hours for fifty-six (56) hour employees.
- b. Once sick leave has been donated and transferred, it cannot be refunded to the donor making the transfer. If the employee receiving the donation does not utilize all time donated, they will retain any remaining balance. This does not preclude any future catastrophic leave transfers between members.

- c. There is no maximum on the number of individuals to which ninety-six (96) hour donations may be made in a year (i.e., one employee may donate to several employees in a year).

Article E - SERVICE CONNECTED DISABILITY LEAVE

If an employee is absent due to a service-connected injury or illness, the employee shall receive full base pay at the hourly rate at the time of injury for one hundred eighty-two (182) calendar days in any twelve (12) month period without being charged sick or annual leave.

In the event the employee's absence goes beyond said one hundred eighty-two (182) calendar days in any twelve (12) month period, the employee may elect either of the following options:

Option 1. Employee may elect to retain the Temporary Total Disability (TTD) check received pursuant to NRS Chapters 616 and 617. In such event, the employee will receive no compensation or benefits (other than those required by the Family Medical Leave Act) from the City and no deduction shall be charged against the employee's accrued sick or annual leave.

Option 2. Employee may elect to continue to accept full base pay at the hourly rate at the time of injury from the City by endorsing the Temporary Total Disability (TTD) check to the City.

Because Temporary Total Disability (TTD) checks are normally received after City pay checks for that time frame have been issued to the employee, the City will initially charge the entire amount of the pay check to the employee's leave balance, beginning with sick leave. If the employee's sick leave is exhausted, the charge shall be made against the employee's accrued annual leave balance.

When the TTD check is received by the employee and endorsed to the City, the employee's hours compensated by the TTD check will be credited back to the applicable leave balance. If the employee's sick and annual leave hours are exhausted, the employee shall be compensated by only Option 1.

Payment in Lieu of Overtime for Attending Workers' Compensation Appointments: This paragraph only applies to employees within the Suppression Division.

1. Except with prior approval of the Human Resources Director or designee or as otherwise provided in this paragraph, Employees within the Suppression Division must not schedule Workers Compensation appointments while on duty. In exchange for Employees continuing to schedule Workers Compensation appointments while off duty, effective the first full pay period of each fiscal year, the City will pay each Employee an annual bonus in an amount equal to ten (10) hours' pay at the Employee's base pay rate, regardless of whether the Employee experiences a Workers Compensation injury or illness.
2. An employee in the Suppression Division may schedule and attend Workers Compensation appointments during the employee's shift without approval of the Human Resources Director if the employee arranges for another employee to cover the shift at no additional cost to the City through use of HCT or shift trades.
3. An employee in the Suppression Division who is on light duty or an eighty (80) hour schedule may schedule Workers Compensation appointments during normal business hours and must use service-connected disability leave or other options pursuant to this Article for working time spent attending such appointments.
4. An Employee who schedules one or more Workers Compensation appointments while on duty in violation of this paragraph may be subject to discipline.
5. Employees in the Prevention Division are not entitled to the payment and are not required to schedule Workers Compensation appointments outside of normal business hours. However, Employees in the Prevention Division must use service-connected disability leave or other options pursuant to this Article for working time spent attending such appointments.

Article F - COURT LEAVE

An employee appearing in any court or before the Grand Jury as a party to an action arising out of City employment, or as a witness to either a civil or criminal case for the purpose of giving testimony as to facts or knowledge that employee has received in the course of City employment, shall receive full compensation as though actually on the job during such time. An employee appearing as a juror in any court or on the Grand Jury shall receive full compensation for the normal work shift such public service obligated employee to miss.

The employee shall claim jury, witness or other fee to which employee may be entitled by reason of such appearance and forthwith pay the same over to the Finance Department to be deposited in the General Fund of the City. In all cases, however, the employee shall retain mileage allowance.

In the event an employee is called upon as a witness before the Grand Jury, or in any case before a court of law as a direct result of or directly pertaining to City employment, employee may be entitled to retain from court fees reasonable allowances for expenses incurred.

Article G - MILITARY LEAVE

Military leave shall be granted in accordance with the terms and provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 and in accordance with the City's Administrative Rule on Military Leave. All US Military reservists shall be entitled to the total pay received from the military, and receive City compensation if necessary to bring the total base pay to equal base pay prior to the leave.

Any classified employee who is absent due to mandatory training in the U.S. National Guard or Reserve will serve without loss of City compensation for a period not to exceed fifteen (15) working days in any one calendar year. Any such absence shall not be deemed to be an employee's annual vacation.

Article H - LEAVE OF ABSENCE

Official leaves of absence may be granted for good cause by the Fire Chief or designee, with concurrence of the City Manager. During the leave of absence, the employee will not accrue seniority or any paid leaves. Any employee on such leave shall receive no compensation from the City during the period of absence. Any employee who exceeds the limits set by the Family Medical Leave Act (FMLA) may continue to receive group insurance coverage during the leave of absence by paying the monthly premium for the employee and any dependent(s).

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, and 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 any increment 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 - Extension of the Workday Overtime and Non-Emergency Overtime and Emergency and Non-Emergency callback as defined in Section 2, Article C - 2 Hour Minimum, Emergency Callback and Non-Emergency Callback.

- a. The maximum amount of compensatory time that can be banked is four hundred and eighty (480) hours.
- b. At the employee's request, hours may be 'cashed out' of the Compensatory Time Bank by noting the desired number of hours to be 'cashed out' on the Compensatory Time Payout Request Form.
- c. Compensatory time, unlike Holiday Compensatory Time (HCT) may not be traded among employees.
- d. 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 (1½) 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.

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

Article I - SHIFT TRADING

The City recognizes the right of the Firefighters to trade shifts as outlined in the current Sparks Fire Department Rules and Regulations "Shift Trading." However, no Firefighter may receive more than fourteen (14) twenty-four (24) hour shift trades in any fiscal year without prior approval by the Fire Chief or designee. An adverse ruling by the Fire Chief or designee may be appealed to the City Manager.

An employee in the job classification of Firefighter, during said employee's probationary year, shall not be allowed to shift trade for time off except for educational or training purposes pursuant to Section 2, Article D of this Collective Bargaining Agreement.

Shift trades for purposes of this Article shall not include any trades made pursuant to the holiday compensatory time provisions of Section 4, Article A of the Agreement.

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

Ed Lawson Mayor

Wayne Monson, President

ATTEST:

DocuSigned by:


~~Lisa Hunderman, City Clerk~~

Tom Donaldson, Chief Negotiator

APPROVED AS TO FORM:

Chester Adams, City Attorney

APPENDIX A - Job Class and Salary Wage Ranges
Effective 7/5/2021

Fire Suppression

Firefighter		
Pay Step	Hourly Rate	Annual Rate
112- Step 1	\$23.56	\$68,607
112- Step 2	\$24.85	\$72,363
112- Step 3	\$26.23	\$76,382
112- Step 4	\$28.05	\$81,682
80-Step 1	\$36.66	\$76,253
80-Step 2	\$38.71	\$80,517
80-Step 3	\$40.84	\$84,947
80-Step 4	\$43.73	\$90,958

Firefighter Paramedic		
Pay Step	Hourly Rate	Annual Rate
112- Step 1	\$25.09	\$73,062
112- Step 2	\$26.47	\$77,081
112- Step 3	\$27.92	\$81,303
112- Step 4	\$29.87	\$86,981
80-Step 1	\$39.03	\$81,182
80-Step 2	\$41.22	\$85,738
80-Step 3	\$43.47	\$90,418
80-Step 4	\$46.55	\$96,824

Fire Apparatus Operator		
Pay Step	Hourly Rate	Annual Rate
112- Step 1	\$26.39	\$76,848
112- Step 2	\$28.60	\$83,283
112- Step 3	\$29.37	\$85,525
112- Step 4	\$30.72	\$89,457
80-Step 1	\$41.05	\$85,384
80-Step 2	\$43.36	\$90,189
80-Step 3	\$45.73	\$95,118
80-Step 4	\$47.87	\$99,570

Fire Prevention

Assistant Fire Marshal		
Pay Step	Hourly Rate	Annual Rate
Step 1	\$45.96	\$95,597
Step 2	\$48.74	\$101,379
Step 3	\$50.47	\$104,978
Step 4	\$52.91	\$110,053

Fire Prevention Inspector I		
Pay Step	Hourly Rate	Annual Rate
Step 1	\$35.19	\$73,195
Step 2	\$37.25	\$77,480

Fire Prevention Inspector II		
Pay Step	Hourly Rate	Annual Rate
Step 3	\$39.38	\$81,910
Step 4	\$41.67	\$86,674

Fire Prevention Inspector III		
Pay Step	Hourly Rate	Annual Rate
Step 1	\$39.02	\$81,162
Step 2	\$41.29	\$85,883
Step 3	\$43.65	\$90,792
Step 4	\$45.72	\$95,098

Fire Plans Examiner/Inspector		
Pay Step	Hourly Rate	Annual Rate
Step 3	\$41.35	\$86,008
Step 4	\$43.75	\$91,000

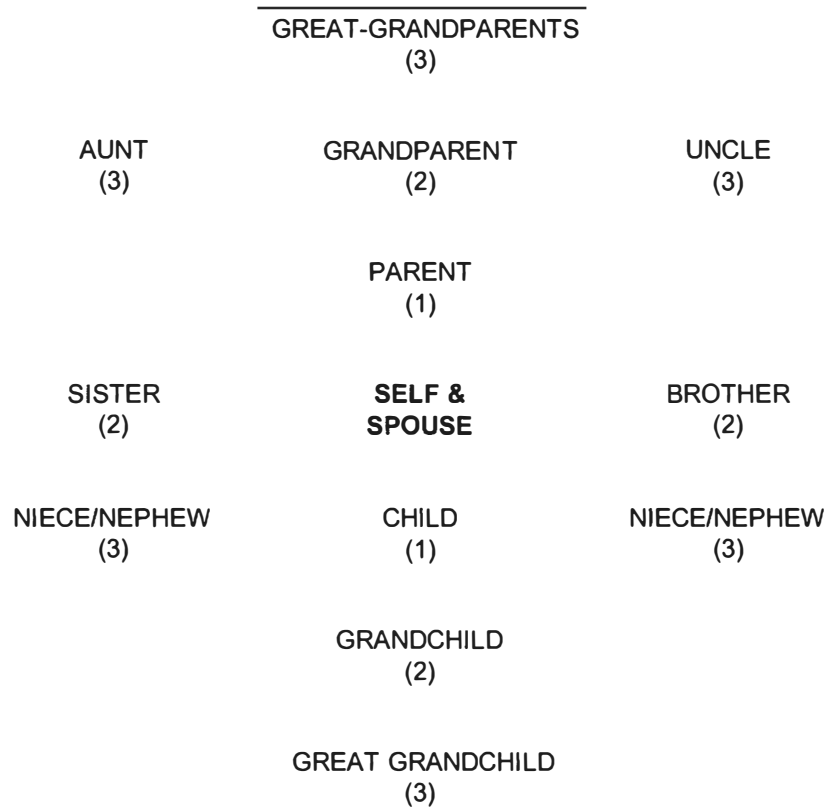
Fire Captain		
Pay Step	Hourly Rate	Annual Rate
112- Step 1	\$31.12	\$90,621
112- Step 2	\$32.90	\$95,805
112- Step 3	\$34.07	\$99,212
112- Step 4	\$35.59	\$103,638
80-Step 1	\$48.41	\$100,693
80-Step 2	\$51.18	\$106,454
80-Step 3	\$52.91	\$110,053
80-Step 4	\$55.38	\$115,190

* Dollar amounts are rounded. For exact amounts, refer to City of Sparks's "Position Report by Title."

** All Suppression positions except Firefighter Paramedic include pay for EMT-A licensure in base pay.

*** All Suppression and Prevention positions include \$500.00 in annual base pay for Wellness.

CPI for All Urban Consumers (CPI-U): Selected Areas, all items index - West - Size Class B/C (2.5 million or less) from comparing December to December of the previous year. This CPI is a non-seasonally adjusted, annual index and will be rounded to the nearest tenth decimal point (CPI Series ID: CUURN400SAO).

APPENDIX B - CONSANGUINITY & AFFINITY**DEGREES OF
CONSANGUINITY AND AFFINITY****Note:**

- Spouse includes Domestic Partner.
- Step-family is included in all categories in the diagram above.

Exhibit B

November 18, 2019

Mr. Neil Krutz, City Manager
Sparks
431 Prater Way
Sparks, Nevada, 89431

RE: Sparks, Washoe County, Nevada
Public Protection Classification: 02
Effective Date: March 01, 2020

Dear Mr. Neil Krutz,

We wish to thank you and Mr. Jim Reid for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

If you would like to know more about your community's PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO's Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage's to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO's information on public fire protection may depend on several things – the company's fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We've published the new classifications as "X" and "Y" – formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9."
- Similarly, a community currently graded as a split 6/8B classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "8B"

- Communities graded with single "9" or "88" classifications will remain intact.
- Properties over 5 road miles from a recognized fire station would receive a class 10.

PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes please call us at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Alex Shubert
Manager -National Processing Center

cc: Mr. Mark Foree, General Manager, Truckee Meadows Water Authority
Mr. Jim Reid, Chief, Sparks Fire Department
Ms. Lisa Brown, Communications Manager, Sparks Police Department

Exhibit C

Annex C Weights and Dimensions for Common Equipment

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

C.1 The Fire Apparatus Manufacturers Association (FAMA) provides a worksheet for use by purchasers to calculate the portable equipment load anticipated to be carried on an apparatus. To ensure that the apparatus chassis is capable of carrying the installed equipment (pump, tank, aerial device, etc.) plus the specified portable equipment load with an appropriate margin of safety, the purchaser should use this worksheet to provide apparatus vendors with the weight of the equipment they anticipate carrying when the apparatus is placed in service.

C.1.1 The approximate measurements and weights of equipment that are commonly available and used during fire department operations are listed on the worksheet. The purchaser should fill in the number of units of each piece of anticipated equipment in the column titled "Quantity" and multiply that by the weight per unit to get the total weight. The dimensions of each piece of equipment are given to assist in planning compartment size or the location on the fire apparatus. Where the purchaser wants to carry specific equipment in a specific compartment, that compartment designation should be shown in the column titled "Compartment Location."

C.1.2 The worksheet can be downloaded as an Excel spreadsheet from the FAMA website, www.fama.org, and customized to show only the equipment a department expects to carry. There are additional columns on the spreadsheet to assist the fire department in maintaining records of the equipment it carries on the apparatus.

Annex D Guidelines for First-Line and Reserve Fire Apparatus

This annex is not a part of the requirements of this NFPA document but is included for informational purposes only.

D.1 General. To maximize fire fighter capabilities and minimize risk of injuries, it is important that fire apparatus be equipped with the latest safety features and operating capabilities. In the last 10 to 15 years, much progress has been made in upgrading functional capabilities and improving the safety features of fire apparatus. Apparatus more than 15 years old might include only a few of the safety upgrades required by the recent editions of the NFPA fire department apparatus standards or the equivalent Underwriters Laboratories of Canada (ULC) standards. Because the changes, upgrades, and fine tuning to NFPA 1901 have been truly significant, especially in the area of safety, fire departments should seriously consider the value (or risk) to fire fighters of keeping fire apparatus more than 15 years old in first-line service.

It is recommended that apparatus more than 15 years old that have been properly maintained and that are still in serviceable condition be placed in reserve status, be upgraded in accordance with NFPA 1912, and incorporate as many features as possible of the current fire apparatus standard (see Section D.3). This will ensure that, while the apparatus might not totally comply with the current editions of the automotive fire apparatus standards, many of the improvements and upgrades required by the current editions of the standards are available to the fire fighters who use the apparatus.

Apparatus that were not manufactured to the applicable NFPA fire apparatus standards or that are over 25 years old should be replaced.

D.2 Evaluating Fire Apparatus. It is a generally accepted fact that fire apparatus, like all types of mechanical devices, have a finite life. The length of that life depends on many factors, including vehicle mileage and engine hours, quality of the preventative maintenance program, quality of the driver training program, whether the fire apparatus was used within the design parameters, whether the apparatus was manufactured on a custom or commercial chassis, quality of workmanship by the original manufacturer, quality of the components used, and availability of replacement parts, to name a few.

In the fire service, there are fire apparatus with 8 to 10 years of service that are simply worn out. There are also fire apparatus that were manufactured with quality components, that have had excellent maintenance, and that have responded to a minimum number of incidents that are still in serviceable condition after 20 years. Most would agree that the care of fire apparatus while being used and the quality and timeliness of maintenance are perhaps the most significant factors in determining how well a fire apparatus ages.

Critical enhancements in design, safety, and technology should also play a key role in the evaluation of an apparatus' life cycle. Previous editions of the fire department apparatus standards featured many requirements advancing the level of automotive fire apparatus safety and user friendliness. Contained within the 2009 edition were requirements for roll-over stability; tire pressure indicators; seat belt warning systems requiring all occupants be properly seated and belted; extended seat belt length requirements resulting from an in-depth anthropometric study evaluating the average size of today's fully dressed firefighter; roadability, including minimum accelerations and top speed limitations; enhanced step and work surface lighting; cab integrity testing; increased use of retro-reflective striping in the rear of apparatus, providing a consistent identifiable set of markings for all automotive fire apparatus; and enhanced aerial control technologies, enabling short jacking and envelope controls.

D.3 Upgrading Fire Apparatus. Any apparatus, whether in first-line or reserve service, should be upgraded in accordance with NFPA 1912, as necessary, to ensure that the following features are included as a minimum:

- (1) Seat belts with seat belt warning systems are available for every seat and are new or in Next ble condition
- (2) Warning lights meet or exceed the current standard
- (3) Reflective striping meets or exceeds the current standard.
- (4) Slip resistance of walking surfaces and handrails meets the current standard.
A low-voltage electrical system load manager is installed if the total connected load exceeds the alternator output.
- (5) The alternator output is capable of meeting the total continuous load on the low voltage electrical system.
Where the gross vehicle weight rating (GVWR) is 36,000 lb (16,000 kg) or more, an auxiliary braking system is installed and operating correctly.
Ground and step lighting meets or exceeds the current standard.

**REVISED PROPOSED REGULATION OF THE
DIVISION OF INDUSTRIAL RELATIONS OF THE
DEPARTMENT OF BUSINESS AND INDUSTRY**

LCB File No. R034-21

July 13, 2022

EXPLANATION – Matter in *italics* is new; matter in brackets [~~omitted material~~] is material to be omitted.

AUTHORITY: §§ 1-34, NRS 455C.110.

A REGULATION relating to the safety of certain mechanical equipment; revising certain requirements for boilers and pressure vessels; revising certain definitions; revising the adoption by reference of certain manuals, codes and standards governing boilers and pressure vessels; revising procedures to obtain an exemption from certain requirements for boilers and pressure vessels; revising requirements for the issuance and renewal of certain certificates and work cards; providing that an elevator is not required to comply with certain requirements governing elevators until the occurrence of certain events; authorizing an elevator mechanic to be assisted by a licensed contractor in the performance of certain work; revising requirements for the operation of certain elevators and personnel hoists; authorizing an inspector to enter a premises that contains an elevator for the purposes of performing an inspection; authorizing the Mechanical Compliance Section of the Division of Industrial Relations of the Department of Business and Industry to place a lockout device on the energy isolating device that services an elevator, boiler or pressure vessel under certain circumstances; revising provisions relating to methods of enforcement used by the Division to ensure compliance with legal requirements; authorizing the Mechanical Compliance Section to personally deliver certain notices through an inspector; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

Existing law requires the Division of Industrial Relations of the Department of Business and Industry to adopt certain regulations: (1) establishing standards and procedures relating to the installation, inspection, operation, maintenance, relocation, improvement, alteration and repair of boilers, elevators and pressure vessels; and (2) relating to the certification of boiler inspectors and elevator mechanics. (NRS 455C.110)

Section 1 of this regulation requires a boiler to have a means for disconnecting it from all sources of electricity and sets forth requirements for such a disconnecting means.

Sections 2 and 3 of this regulation revise certain definitions concerning boilers and pressure vessels.

Existing regulations adopt certain publications by reference as standards for boilers and pressure vessels. (NAC 455C.108) **Section 4** of this regulation: (1) updates the publication information and cost of certain publications adopted by reference; and (2) adopts additional publications by reference.

Existing regulations set forth a process by which an owner of a boiler or pressure vessel is authorized to obtain an exemption from certain requirements for boilers and pressure vessels by submitting an application to the Mechanical Compliance Section. Under existing regulations, if an inspector approves an exemption, a person designated by the Chief of the Mechanical Compliance Section is required to review the application. (NAC 455C.116) **Section 5** of this regulation removes the requirement that such a review take place within 5 working days after the inspector approves the exemption.

Existing regulations set forth materials that are required to be submitted to the Mechanical Compliance Section for the issuance of a certificate to work as a special inspector and for the issuance and renewal of a certificate to work as an elevator mechanic, a certificate of competency as a special inspector and a work card. (NAC 455C.130, 455C.460, 455C.462, 455C.464, 455C.466, 455C.468, 455C.470) **Sections 6 and 15-20** of this regulation include among the required materials a clear photograph of the face of the applicant. **Section 6** of this regulation specifies that an applicant for a certificate to work as a special inspector is required to submit the statement regarding an obligation for the support of a child that is required to be submitted under existing law. (NRS 455C.130) **Section 7** of this regulation makes a conforming change relating to the submission of such a statement. **Section 6** additionally revises the expiration date of such a certificate or work card from March 1 following the date of issuance to 1 year following the date of issuance. **Section 16** of this regulation requires an applicant for the renewal of a certificate to work as an elevator mechanic to submit to the Mechanical Compliance Section proof that the applicant has completed certain educational training requirements in the calendar year immediately preceding the application.

Existing regulations prohibit, with certain exceptions, the removal or disturbance of boilers or pressure vessels that have undergone certain accidents before an inspection has been made by an inspector or special inspector. (NAC 455C.172) **Section 8** of this regulation requires such an inspection to be made only by an inspector.

Existing regulations prohibit, with certain exceptions, a boiler or pressure vessel from being installed in this State unless it has been registered with the National Board of Boiler and Pressure Vessel Inspectors. (NAC 455C.182) **Section 9** of this regulation: (1) additionally prohibits the installation of boilers or pressure vessels that are not constructed to conform with certain standards; and (2) exempts certain refrigeration pressure vessels from that prohibition.

Section 10 of this regulation sets forth certain requirements for the installation of an emergency shut-off valve for a boiler which is gas-fired.

Existing regulations require that an inspector or special inspector be consulted about any repair or alteration of a boiler or pressure vessel. (NAC 455C.216) **Section 11** of this regulation requires the inspector or special inspector to hold an "R" endorsement issued by the National Board.

Section 12 of this regulation revises certain requirements relating to safety relief valves for certain boilers. **Section 13** of this regulation revises certain requirements for the placement of boilers that are designed to be mounted on a wall.

Existing regulations require, with certain exceptions, an elevator in this State to be designed, constructed, installed, operated, inspected, tested, maintained, altered and repaired in a manner

that satisfies the requirements set forth in certain publications adopted by reference, including the *Safety Code for Existing Elevators and Escalators*, A17.3, 2017 edition. (NAC 455C.500, 455C.502) Under existing regulations, an elevator installed before December 15, 2004, is not required, with certain exceptions, to be reconstructed to satisfy the provisions of existing regulations governing elevators, but is required to comply with the *Safety Code for Existing Elevators and Escalators*, A17.3, 2017 edition. (NAC 455C.418, 455C.446) **Section 14** of this regulation provides that an elevator is not required to receive any upgrade required by the *Safety Code for Existing Elevators and Escalators*, A17.3, until the earlier of: (1) one year after the adoption by reference of a new edition of the *Safety Code for Existing Elevators and Escalators*, A17.3, that requires the upgrade; or (2) the issuance of an emergency order by the Chief of the Mechanical Compliance Section regarding the elevator.

Existing regulations authorize, in general, an elevator mechanic to be assisted by an elevator mechanic apprentice or elevator mechanic helper in the construction, installation, alteration or repair of an elevator. (NAC 455C.506) **Section 21** of this regulation additionally authorizes an elevator mechanic to be assisted by a licensed contractor so long as such assistance is limited to certain work performed in the hoistway or pit area of the elevator but not upon the equipment of the elevator.

Existing regulations authorize the Mechanical Compliance Section to issue a limited operating permit to allow an elevator to be used during construction. (NAC 455C.510) **Section 21** requires an elevator for which such a permit has been issued to be operated only by an elevator mechanic or by an elevator mechanic apprentice or elevator mechanic helper under the direct supervision of an elevator mechanic.

Section 22 of this regulation prohibits the Mechanical Compliance Section from issuing an operating permit for a period that exceeds 6 months for any personnel hoist which is permanently installed.

Section 23 of this regulation authorizes an inspector to enter a premises that contains an elevator for the purposes of performing an inspection of the elevator.

Existing regulations authorize the Chief of the Mechanical Compliance Section or his or her designee to issue an emergency order to restrain certain conditions or practices relating to an elevator, boiler or pressure vessel. (NAC 455C.530) **Section 24** of this regulation authorizes the Mechanical Compliance Section to, if the Chief determines that it is necessary after such an order has been issued, place a lockout device on the energy isolating device that services the elevator, boiler or pressure vessel.

Sections 26, 27 and 29 of this regulation authorize certain notices that are required to be delivered by the Mechanical Compliance Section by certified mail to be personally delivered by an inspector.

Existing law requires the Division to adopt regulations that establish the methods of enforcement the Division will use to ensure the compliance of the owner of a boiler, elevator or pressure vessel with certain legal requirements. (NRS 455C.110) Existing regulations establish: (1) the grounds for enforcement action to be taken by the Mechanical Compliance Section against various entities; and (2) the enforcement actions that may be taken for such violations. (NAC 455C.616) **Section 25** of this regulation authorizes similar enforcement actions to be taken against the owner of a boiler, elevator or pressure vessel or a person who installs, maintains, relocates, improves, alters or repairs an elevator within this State and who is not certified as an elevator mechanic for certain violations. **Sections 26-33** of this regulation make conforming

changes relating to such enforcement actions against the owner of a boiler, elevator or pressure vessel.

Section 1. Chapter 455C of NAC is hereby amended by adding thereto a new section to read as follows:

A boiler must have a single, permanent means for disconnecting the boiler from all sources of electricity. The disconnecting means must be:

- 1. Of at least a general-duty type;*
- 2. Capable of being locked in the open position;*
- 3. Installed at an accessible location; and*
- 4. An integral part of the boiler or located within 5 feet of the boiler.*

Sec. 2. NAC 455C.032 is hereby amended to read as follows:

455C.032 “Code” means:

1. Any provision of a code relating to the construction , *installation, inspection, repair or alteration* of ~~[boiler]~~ *boilers* and pressure vessels that has been approved by the National Board; or

2. Any provision set forth in NAC 455C.020 to 455C.300, inclusive, *and section 1 of this regulation*, including, without limitation, any provision set forth in a publication adopted by reference in NAC 455C.108.

Sec. 3. NAC 455C.064 is hereby amended to read as follows:

455C.064 “Potable water heater” means a fired heater for the storage of water which has a corrosion-resistant lining *or is constructed with corrosion resistant material* and is used to supply potable hot water.

Sec. 4. NAC 455C.108 is hereby amended to read as follows:

455C.108 The Division hereby adopts by reference:

1. The following sections of the *ASME Boiler and Pressure Vessel Code*, ~~[2019]~~ **2021** edition and addenda, published by the American Society of Mechanical Engineers. Those sections of the publication and the addenda may be obtained from ASME, ~~[P.O. Box 36037, Newark, NJ 07188-6037,]~~ **150 Clove Road, Little Falls, New Jersey 07424**, for the price indicated:

(a) Section I, Rules for Construction of Power Boilers	[\$500] \$540
(b) Section II, Materials - Part D: Properties	[760] 820
(c) Section IV, Rules for Construction of Heating Boilers	[510] 550
(d) Section V, Nondestructive Examination	[570] 620
(e) Section VI, Recommended Rules for the Care and Operation of Heating Boilers	[300] 325
(f) Section VII, Recommended Guidelines for the Care of Power Boilers.....	[300] 325
(g) Section VIII, Rules for Construction of Pressure Vessels - Division 1.....	[775] 840
(h) Section IX, Welding, Brazing and Fusing Qualifications	[580] 625
(i) Section XIII, Rules for Overpressure Protection	440

2. *Controls and Safety Devices for Automatically Fired Boilers*, CSD-1, 2018 edition, published by the American Society of Mechanical Engineers. This publication applies to automatically fired boilers which are directly fired with gas, oil, a combination of gas and oil, or electricity, and may be obtained from ASME, ~~[P.O. Box 36037, Newark, NJ 07188-6037,]~~ **150 Clove Road, Little Falls, New Jersey 07424**, for the price of \$103.

3. *Power Piping*, B31.1, 2018 edition and addenda, published by the American Society of Mechanical Engineers. This publication and its addenda may be obtained from ASME, ~~[P.O.~~

~~Box 36037, Newark, NJ 07188-6037,]~~ *150 Clove Road, Little Falls, New Jersey 07424*, for the price of \$335.

4. The *Standard for the Qualification and Certification of High Capacity Fossil Fuel Fired Plants*, QFO-1, 1998 edition, published by the American Society of Mechanical Engineers. This publication may be obtained from ASME, ~~[P.O. Box 36037, Newark, NJ 07188-6037,]~~ *150 Clove Road, Little Falls, New Jersey 07424*, for the price of \$43.

5. The edition most recently adopted pursuant to NAC 590.610 of the *National Fuel Gas Code*, ANSI Z223.1/NFPA 54, published by the National Fire Protection Association.

6. The edition most recently adopted in NAC 341.045 of the *National Electrical Code*, ANSI/NFPA 70, published by the National Fire Protection Association.

7. The edition most recently adopted in NAC 477.281 of the *International Building Code*, published by the International Code Council.

8. The edition most recently adopted in NAC 341.045 of the *Uniform Mechanical Code*, published by the International Association of Plumbing and Mechanical Officials.

9. The edition most recently adopted in NAC 341.045 of the *Uniform Plumbing Code*, published by the International Association of Plumbing and Mechanical Officials.

10. The edition most recently adopted in NAC 477.281 of the *International Fire Code*, published by the International Code Council.

11. The *National Board Inspection Code*, 2019 edition and addenda, published by the National Board of Boiler and Pressure Vessel Inspectors. This publication and its addenda may be obtained from the National Board of Boiler and Pressure Vessel Inspectors, at the Internet address <http://nationalboard.org>, for the price of \$325.

12. The *Standard for the Installation of Oil-Burning Equipment*, ANSI/NFPA 31, 2020 edition, published by the National Fire Protection Association. This publication may be obtained from the National Fire Protection Association free of charge at the Internet address <http://www.nfpa.org/freeaccess>.

13. The *Safety Standard for Refrigeration Systems*, ANSI/ASHRAE 15, 2019 edition, published by the American Society of Heating, Refrigeration and Air-Conditioning Engineers. This publication may be obtained from the American Society of Heating, Refrigeration and Air-Conditioning Engineers, ~~[1791 Tullie Circle, Atlanta, GA 30329,]~~ *180 Technology Parkway, NW, Peachtree Corners, Georgia 30092*, for the price of \$107.

14. The edition most recently adopted pursuant to NAC 590.600 of the *Liquefied Petroleum Gas Code*, ANSI/NFPA 58, published by the National Fire Protection Association.

15. *The Pressure Vessel Inspection Code: In-Service Inspection, Rating, Repair, and Alteration, API 510, 2014 edition, published by the American Petroleum Institute. This publication may be obtained from the American Petroleum Institute, 200 Massachusetts Avenue, NW, Suite 1100, Washington, D.C. 20001, for the price of \$244.*

16. *The Hydrogen Technologies Code, NFPA 2, 2020 edition, published by the National Fire Protection Association. This publication may be obtained from the National Fire Protection Association free of charge at the Internet address <http://www.nfpa.org/freeaccess>.*

17. If any publication adopted by reference in subsections 1 to 4, inclusive, 11, 12, ~~[or]~~ 13, *15 or 16* is revised, the Division will review the revision to determine its suitability for this State. If the Division determines that the revision is not suitable for this State, the Division will hold a public hearing to review its determination within 6 months after the date of publication of the revision and give notice of that hearing. If, after the hearing, the Division does not revise its

determination, the Division will give notice within 30 days after the hearing that the revision is not suitable for this State. If the Division does not give such notice, the revision becomes part of the publication adopted by reference in this section.

Sec. 5. NAC 455C.116 is hereby amended to read as follows:

455C.116 1. An owner of a boiler or pressure vessel who wishes to obtain an exemption from a requirement set forth in NAC 455C.020 to 455C.300, inclusive, *and section 1 of this regulation*, for a condition or practice that is not consistent with the requirement must submit an application for an exemption to the Mechanical Compliance Section on a form prescribed by the Mechanical Compliance Section.

2. If a condition or practice for which the person requests an exemption does not affect the safe operation of a boiler, pressure vessel or related system, an inspector may approve the exemption from the requirement if:

- (a) Such an exemption is necessary to allow the operation of the boiler or pressure vessel; and
- (b) Compliance with the requirement is not practicable.

3. If an inspector approves the exemption:

- (a) The approval must be noted on the application for an exemption; and
- (b) The application for an exemption must be reviewed by a person designated by the Chief .

~~[within 5 working days after the exemption is approved by the inspector.]~~

4. If the person designated by the Chief grants the exemption, the person shall:

- (a) Note that he or she has granted the exemption on the application for an exemption; and
- (b) Forward the application for an exemption to the Chief within 15 days after granting the exemption.

5. If the person designated by the Chief denies the exemption and the person requesting the exemption contests the denial, the person designated by the Chief shall have the boiler or pressure vessel jointly inspected by any combination of two inspectors or special inspectors. Each inspector or special inspector shall prepare and submit a report of inspection to the person designated by the Chief. The person designated by the Chief shall reconsider the application for exemption and render a final decision based on the information contained in the reports of inspection submitted by the inspectors or special inspectors pursuant to this section.

6. In addition to an exemption that may be granted pursuant to subsections 1 to 5, inclusive, the Chief may grant an exemption from a requirement set forth in NAC 455C.020 to 455C.300, inclusive, *and section 1 of this regulation*, for a boiler or pressure vessel in the case of an emergency or if the Chief determines that such an exemption is in the best interests of the general public. If the Chief grants an exemption pursuant to this subsection, he or she shall notify the Administrator of the exemption. If the exemption is granted because the Chief determined that the exemption is in the best interests of the general public, the notice to the Administrator must be in writing.

NEW FIRST
PARALLEL
SECTION

Sec. 6. NAC 455C.130 is hereby amended to read as follows:

455C.130 1. An applicant for a certificate to work as a special inspector must submit to the Mechanical Compliance Section:

- (a) An application on a form prescribed by the Mechanical Compliance Section;
- (b) The fee for issuance of a certificate set forth in NAC 455C.118; ~~and~~
- (c) *A clear photograph of the face of the applicant;*
- (d) *The statement required by NRS 455C.130; and*
- (e) Proof satisfactory to the Mechanical Compliance Section that the applicant:

- (1) Satisfies the requirements described in NAC 455C.132;
- (2) Passed the examination described in NAC 455C.132; and
- (3) Is employed or retained as an independent contractor by:

(I) An insurance company that is licensed in this State to write insurance for a boiler or pressure vessel; or

(II) An inspection organization as defined in NAC 455C.058 or 512.528.

2. If an applicant satisfies the requirements set forth in subsection 1, the Mechanical Compliance Section may issue a certificate to the applicant.

3. The Mechanical Compliance Section may issue a card for identification to the applicant after the applicant receives a commission.

4. A certificate and a card for identification issued pursuant to this section expire at midnight ~~{on March 1 next}~~ *1 year* following the date of issuance, unless the certificate and the card for identification are renewed.

NEW
SECOND
PARALLEL
SECTION

Sec. 7. NAC 455C.130 is hereby amended to read as follows:

455C.130 1. An applicant for a certificate to work as a special inspector must submit to the Mechanical Compliance Section:

- (a) An application on a form prescribed by the Mechanical Compliance Section;
 - (b) The fee for issuance of a certificate set forth in NAC 455C.118;
 - (c) A clear photograph of the face of the applicant; *and*
 - (d) ~~{The statement required by NRS 455C.130; and~~
- ~~—(e)}~~ Proof satisfactory to the Mechanical Compliance Section that the applicant:

- (1) Satisfies the requirements described in NAC 455C.132;
- (2) Passed the examination described in NAC 455C.132; and

(3) Is employed or retained as an independent contractor by:

(I) An insurance company that is licensed in this State to write insurance for a boiler or pressure vessel; or

(II) An inspection organization as defined in NAC 455C.058 or 512.528.

2. If an applicant satisfies the requirements set forth in subsection 1, the Mechanical Compliance Section may issue a certificate to the applicant.

3. The Mechanical Compliance Section may issue a card for identification to the applicant after the applicant receives a commission.

4. A certificate and a card for identification issued pursuant to this section expire at midnight 1 year following the date of issuance, unless the certificate and the card for identification are renewed.

Sec. 8. NAC 455C.172 is hereby amended to read as follows:

455C.172 If an accident occurs which renders a boiler or pressure vessel inoperative, the owner of the boiler or pressure vessel or his or her agent shall immediately notify the Mechanical Compliance Section in writing and submit a detailed report of the accident. In the case of a serious accident, including an explosion, notice must be given to the Mechanical Compliance Section immediately by the most expeditious means. The boiler or pressure vessel and any parts thereof must not be removed or disturbed before an inspection has been made by an inspector ~~for~~ ~~special inspector~~ unless human life is endangered or except to limit further damage.

Sec. 9. NAC 455C.182 is hereby amended to read as follows:

455C.182 1. Each boiler and pressure vessel must be installed and trimmed as required by the stamping of the original manufacturer of the boiler or pressure vessel and in accordance with the applicable provisions of the code.

2. Except as otherwise provided in subsection 6, a contractor must obtain a permit for installation before installing or altering a boiler or pressure vessel, including, without limitation, a refrigeration pressure vessel, in this State. If installation is begun before the permit is issued, installation must be suspended until the permit is issued.

3. A request for a permit for installation must be submitted by the contractor to the Mechanical Compliance Section in writing not less than 10 days before the installation will begin and include:

(a) A data report from the manufacturer of the boiler or pressure vessel and, if the boiler or pressure vessel that is being installed was moved from another location, a copy of the original permit for installation and report of inspection;

(b) The plans and specifications of the boiler room in which the boiler or pressure vessel is being installed which designate the location of the boiler or pressure vessel and which comply with the requirements of NAC 455C.250 and 455C.254; and

(c) A copy of his or her contractor's license issued pursuant to chapter 624 of NRS which authorizes the contractor to install boilers or pressure vessels.

4. Except for an existing installation, ~~or~~ a reinstalled boiler or pressure vessel ~~or~~ *or a refrigeration pressure vessel with a maximum allowable working pressure that does not exceed 15 PSIG*, a boiler or pressure vessel may not be installed in this State unless it has been ~~registered~~:

(a) *Constructed to conform with the ASME Boiler and Pressure Vessel Code, as adopted by reference in NAC 455C.108; and*

(b) *Registered* with the National Board.

5. Before a secondhand boiler or pressure vessel, reinstalled boiler or pressure vessel, or portable boiler or pressure vessel may be installed or shipped for installation into this State, the owner of the boiler or pressure vessel or his or her agent or the contractor must apply to the Mechanical Compliance Section for approval to install it. The request for a permit for installation must include, without limitation, a report of inspection. The report of inspection must be prepared by a person who holds a commission and who inspected the boiler or pressure vessel. The fittings and appurtenances of the boiler or pressure vessel must comply with the requirements for the installation of a new boiler or pressure vessel.

6. In the case of an emergency, a contractor may install or alter a boiler or pressure vessel, including a refrigeration pressure vessel, in this State without first obtaining a permit from the Mechanical Compliance Section if the contractor:

(a) Notifies the Mechanical Compliance Section the next business day after the alteration or installation; and

(b) Obtains the permit required by subsection 2 at that time.

7. As used in this section, “emergency” means a situation in which:

(a) A boiler or pressure vessel is required by an occupant of a building for heating, cooling or a potable water supply;

(b) The occupancy is classified as Group E (Educational), Group I (Institutional) or Group R (Residential) pursuant to the *International Building Code* adopted by reference in NAC 455C.108; and

(c) The failure to immediately install or repair the boiler or pressure vessel would be a threat to public safety.

Sec. 10. NAC 455C.206 is hereby amended to read as follows:

455C.206 For installations which are gas-fired:

1. The burners used must conform to the applicable requirements of the *National Fuel Gas Code*, as adopted by reference in NAC 455C.108; and

2. An emergency shut-off valve must be installed:

(a) On the gas line which feeds the installation; ~~and~~

(b) In a location on that gas line such that the emergency shut-off valve is upstream of all other valves ~~and~~; *and*

(c) Not more than 5 feet from the point where the gas line enters the room for the boiler or, if such an installation is not possible, as close to the point where the gas line enters the room as possible.

↪ The emergency shut-off valve must interrupt all flow of gas to the installation upon the actuation of the emergency shut-down switch for the boiler.

Sec. 11. NAC 455C.216 is hereby amended to read as follows:

455C.216 1. Repairs and alterations to all boilers and pressure vessels must conform to the applicable provisions of the code.

2. If a repair or alteration to a boiler or pressure vessel is necessary, an inspector or special inspector *who holds an “R” endorsement issued by the National Board* must be consulted about the appropriate method of making the repair or alteration. After the repair or alteration is made, the inspector or special inspector shall inspect the boiler or pressure vessel in the manner set forth in the code. The person who makes the repairs or alterations shall submit the “R” form, prescribed by the National Board, to the Mechanical Compliance Section within 30 days after completion of the repair or alteration.

3. The person who makes repairs or alterations must be qualified pursuant to the applicable provisions of the code.

Sec. 12. NAC 455C.232 is hereby amended to read as follows:

455C.232 1. Each hot water heating boiler must have at least one safety relief valve, certified by the American Society of Mechanical Engineers or the National Board, set to relieve pressure at or below the maximum allowable working pressure of the boiler. Each hot water supply boiler must have at least one safety relief valve of the automatic reseating type, certified by the American Society of Mechanical Engineers or the National Board, set to relieve at or below the maximum allowable working pressure of the boiler. Safety relief valves must have a capacity certified by the American Society of Mechanical Engineers or the National Board and must have a spring-pop type action if tested by steam. If more than one safety relief valve is used on hot water heating or hot water supply boilers, the additional valve must be rated by the American Society of Mechanical Engineers or the National Board and set within a range not to exceed 6 PSIG above the maximum allowable working pressure of the boiler up to and including 60 PSIG and ~~H0~~ 5 percent if the maximum allowable working pressure exceeds 60 PSIG. Safety relief valves must be spring loaded. Safety relief valves must be arranged so that they cannot be reset at a higher pressure than the maximum permitted by this subsection.

2. Material that is likely to fail because of deterioration or vulcanization if it is subjected to a saturated steam temperature which corresponds to test pressure for capacity must not be used for any part of the safety relief valve.

3. A safety relief valve must not be smaller than three-quarters of an inch or larger than 4 1/2 inches in a standard pipe size, except that boilers having an input of heat of not more than 15,000 British thermal units per hour may be equipped with a safety relief valve of one-half of an

inch in diameter or its equivalent area. The opening for the inlet must have an inside diameter approximately equal to, or greater than, the diameter of the seat. The minimum opening through any part of the valve must not be less than one-fourth of an inch in diameter or an equivalent area.

4. The capacity of the safety relief valve for each boiler *with a single safety relief valve* must be such that, with the fuel-burning equipment installed and operated at maximum capacity, the pressure cannot exceed 10 percent above the maximum allowable working pressure of the boiler.

5. If operating conditions are changed or additional boiler heating surface is installed, the capacity of the valve must be increased, if necessary, to meet the new conditions as set forth in the code and must be in accordance with subsection 4. The additional valves required because of changed conditions may be installed on the outlet piping if there is no intervening valve.

6. If there is any doubt as to the capacity of the safety relief valve, an accumulation test must be run as provided in section IV of the *ASME Boiler and Pressure Vessel Code*, as adopted by reference in NAC 455C.108.

7. A valve of any description must not be placed between the safety relief valve and the boiler, or on the discharge pipe between the safety relief valve and the atmosphere. The discharge pipe must be at least full size and fitted with an open drain to prevent water from lodging in the upper part of the safety relief valve or in the discharge pipe. If an elbow is placed on the discharge pipe, it must be located close to the safety relief valve outlet or the discharge pipe must be securely anchored and supported. All discharges from the safety relief valve must be so located or piped as not to endanger any person in the area.

8. A pressure and temperature relief valve must be installed on all water heaters and hot water supply boilers to which the provisions of NAC 455C.020 to 455C.300, inclusive, *and section 1 of this regulation*, apply.

Sec. 13. NAC 455C.250 is hereby amended to read as follows:

455C.250 Except as otherwise provided in *this section and* NAC 455C.252 and 455C.254, if boilers are replaced or new boilers are installed in existing or new buildings, a minimum height of at least 3 feet must be provided between the top of the boiler, excluding appurtenances, and the ceiling and at least 3 feet between any side of the boiler and any adjacent wall or other structure. *Boilers which are designed to be mounted on a wall are not required to maintain a distance of 3 feet from the wall on which they are mounted.* Boilers and pressure vessels having manholes must have a 5-foot clearance from the opening of the manhole to any wall, ceiling or piping that will prevent a person from entering the boiler or pressure vessel. All boilers and pressure vessels must be located so that adequate space will be provided for the proper operation of the boilers and pressure vessels and their appurtenances, for the inspection of all surfaces, tubes, waterwalls, economizers, piping, valves and other equipment, and for the necessary maintenance and repair and the replacement of tubes. If pressure vessels are installed or replaced, there must be an area of unobstructed clearance which is at least 18 inches wide and provides access for inspection, maintenance and repair. Clearance for repairs and cleaning may be provided through a door or access panel into another area if the door or access panel is large enough to allow the repairs and cleaning to be performed adequately.

Sec. 14. NAC 455C.446 is hereby amended to read as follows:

455C.446 1. The requirements of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20, apply to the installation, relocation, use, maintenance, alteration or repair of an elevator as specified in this section.

2. All new elevators must be designed and installed in accordance with the requirements of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20.

3. All relocations of elevators made on or after December 15, 2004, must satisfy the requirements of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20.

4. An existing installation may be used without being reconstructed to comply with the requirements of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20, except for those sections which specifically refer to such existing installations. ~~Every~~ *Except as otherwise provided in subsection 6, every* existing installation must be maintained in a safe operating condition and must comply with the applicable provisions of the edition of each publication adopted by reference in NAC 455C.500 that was in effect at the time the elevator was installed and the *Safety Code for Existing Elevators and Escalators*, A17.3, as adopted by reference in NAC 455C.500.

5. Except as otherwise provided in this subsection, an alteration or repair to an existing installation must satisfy the requirements set forth in NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20. If the Mechanical Compliance Section determines that it is not practicable to satisfy any of those requirements, the alteration or repair must satisfy the requirements of the applicable provisions of the edition of each publication adopted by reference in NAC 455C.500 that was in effect at the time the elevator was installed.

6. A new elevator or existing installation is not required to receive any upgrade required by the Safety Code for Existing Elevators and Escalators, A17.3, as adopted by reference in NAC 455C.500, until:

(a) One year after the adoption by reference pursuant to NAC 455C.500 of the edition of the Safety Code for Existing Elevators and Escalators, A17.3, that requires the upgrade; or

(b) The Chief issues an emergency order regarding the elevator pursuant to NAC 455C.530,

↪ whichever is earlier.

FIRST
PARALLEL
SECTION

Sec. 15. NAC 455C.460 is hereby amended to read as follows:

455C.460 1. An applicant for a certificate to work as an elevator mechanic must submit to the Mechanical Compliance Section:

(a) An application on a form prescribed by the Mechanical Compliance Section;

(b) The fee for the issuance of a certificate set forth in NAC 455C.450;

(c) *A clear photograph of the face of the applicant;*

(d) The statement required by NAC 455C.474; and

~~(d)~~ (e) Proof satisfactory to the Mechanical Compliance Section that the applicant:

(1) Has successfully completed a formal educational program or an apprenticeship, recognized by a state or federal apprenticeship program, in the construction, installation, alteration and repair of elevators;

(2) Has at least 12,000 hours of working experience in the construction, installation, alteration and repair of elevators;

(3) Has at least 10,000 hours of working experience in the construction, installation, alteration and repair of elevators and holds a current Qualified Elevator Inspector (QEI) certification issued by an organization that holds a QEI Certificate of Accreditation;

(4) Has at least 8,000 hours of working experience in the construction, installation, alteration and repair of elevators, has successfully completed at least 60 semester hours or 90 quarter hours of course work from an accredited college or university in an engineering field relating to the construction, installation, alteration and repair of elevators and holds a current Qualified Elevator Inspector (QEI) certification issued by an organization that holds a QEI Certificate of Accreditation; or

(5) Has at least 6,000 hours of working experience in the construction, installation, alteration and repair of private residence elevators.

2. If the Mechanical Compliance Section has reason to believe that the conduct of an applicant for a certificate has raised a reasonable question as to the applicant's competence to practice as an elevator mechanic with reasonable skill and safety, the Mechanical Compliance Section may require an examination of the applicant to determine his or her fitness to practice as an elevator mechanic. If such action is taken, the reasons for the action must be documented and must be available to the applicant being examined.

3. A certificate issued pursuant to this section expires at midnight on the date that is 1 year after the date of issuance, unless the certificate is renewed.

4. Except as otherwise provided in subsections 5 , ~~and~~ 6 ~~and~~ 7, if an applicant satisfies the requirements set forth in this section, the Mechanical Compliance Section shall issue a certificate to the applicant.

5. If the working experience of the applicant is limited to private residence elevators, the certificate issued pursuant to this section must only authorize the holder of the certificate to construct, install, alter or repair a private residence elevator.

6. If the working experience of the applicant is limited to personnel hoists and employee elevators on construction or demolition sites, the certificate issued pursuant to this section must only authorize the holder of the certificate to construct, install, alter or repair a personnel hoist or employee elevator on a construction or demolition site.

7. If the working experience of the applicant is limited to vertical reciprocating conveyors, the certificate issued pursuant to this section must only authorize the holder of the certificate to construct, install, alter or repair a vertical reciprocating conveyor.

FIRST
PARALLEL
SECTION

Sec. 16. NAC 455C.462 is hereby amended to read as follows:

455C.462 1. To renew a certificate, an elevator mechanic must, before the expiration of the certificate, submit to the Mechanical Compliance Section:

- (a) An application on a form prescribed by the Mechanical Compliance Section;
- (b) The fee for the renewal of a certificate set forth in NAC 455C.450; ~~and~~
- (c) *A clear photograph of the face of the applicant;*
- (d) The statement required by NAC 455C.474 ~~and~~ ; *and*
- (e) *Proof satisfactory to the Mechanical Compliance Section that the applicant has completed, in the calendar year immediately preceding the application for renewal, 8 hours of educational training in the construction, installation, alteration and repair of elevators from a nationally accredited educational program.*

2. The renewal of a certificate pursuant to this section expires at midnight on the date that is 1 year after the date of the renewal.

Sec. 17. NAC 455C.464 is hereby amended to read as follows:

455C.464 1. An applicant for a certificate of competency as a special inspector must:

(a) Submit to the Mechanical Compliance Section:

(1) An application on a form prescribed by the Mechanical Compliance Section;

(2) The fee for the issuance of a certificate of competency set forth in NAC 455C.450;

~~and~~

(3) *A clear photograph of the face of the applicant; and*

(4) The statement required by NAC 455C.474; and

(b) Hold a current Qualified Elevator Inspector (QEI) certification issued by an organization that holds a QEI Certificate of Accreditation.

2. A certificate of competency issued pursuant to this section expires at midnight on the date that is 1 year after the date of issuance, unless the certificate of competency is renewed.

3. If an applicant satisfies the requirements set forth in this section, the Mechanical Compliance Section shall issue a certificate of competency to the applicant.

Sec. 18. NAC 455C.466 is hereby amended to read as follows:

455C.466 1. To renew a certificate of competency, a special inspector must, before the expiration of the certificate, submit to the Mechanical Compliance Section:

(a) An application on a form prescribed by the Mechanical Compliance Section;

(b) The fee for the renewal of a certificate of competency set forth in NAC 455C.450; ~~and~~

(c) *A clear photograph of the face of the applicant; and*

(d) The statement required by NAC 455C.474.

2. The renewal of a certificate of competency pursuant to this section expires at midnight on the date that is 1 year after the date of the renewal.

Sec. 19. NAC 455C.468 is hereby amended to read as follows:

455C.468 1. An applicant for a work card must submit to the Mechanical Compliance Section:

(a) A letter certifying that the applicant is currently employed by or under contract with a licensed elevator contractor;

(b) The fee for issuance of a work card set forth in NAC 455C.450; ~~and~~

(c) *A clear photograph of the face of the applicant; and*

(d) The statement required by NAC 455C.474.

2. A work card issued pursuant to this section expires at midnight on the date that is 1 year after the date of issuance, unless the work card is renewed.

3. If an applicant satisfies the requirements set forth in this section, the Mechanical Compliance Section shall issue a work card to the applicant.

Sec. 20. NAC 455C.470 is hereby amended to read as follows:

455C.470 1. To renew a work card, an elevator mechanic apprentice or elevator mechanic helper must, before the expiration of the work card, submit to the Mechanical Compliance Section:

(a) A letter certifying that he or she is currently employed by or under contract with a licensed elevator contractor;

(b) The fee for the renewal of a work card set forth in NAC 455C.450; ~~and~~

(c) *A clear photograph of the face of the applicant; and*

(d) The statement required by NAC 455C.474.

2. The renewal of a work card pursuant to this section expires at midnight on the date that is 1 year after the date of the renewal.

Sec. 21. NAC 455C.506 is hereby amended to read as follows:

455C.506 1. Except as otherwise provided in subsection 3, a licensed elevator contractor must obtain a permit from the Mechanical Compliance Section for construction, installation or alteration of an elevator before such work is begun. Only one active permit may exist at any time for each elevator.

2. A contractor who is required to obtain a permit pursuant to subsection 1 must submit to the Mechanical Compliance Section not less than 10 business days before commencing the construction, installation or alteration a request for the permit that is accompanied by plans, drawings, a maintenance control program and specifications in the form prescribed by the Mechanical Compliance Section. Except as otherwise provided in subsection 3, if the plans, drawings and specifications indicate the construction, installation or alteration will comply with the provisions of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20, and the contractor does not have an outstanding debt owing to the Mechanical Compliance Section, the Mechanical Compliance Section shall issue a permit to the contractor.

3. A permit is not required for repairs and replacement that are necessary for the maintenance of an elevator if parts of equivalent materials, strength and design as that used in the original construction are used.

4. A permit is not required for the installation of cosmetic wraps on elevator hoistway doors, on doors of cars or on interior panels of cars if the installation:

- (a) Does not exceed 90 days in duration;
- (b) Does not obscure any required marking, control, light, key switch or access point;
- (c) Does not cover any operating panel of a car;
- (d) Uses materials that comply with adopted codes; and

(e) Is not made on an escalator.

5. An elevator for which a permit for construction, installation or alteration is required must not be constructed, installed or altered unless a permit has been issued. If any such work is started before the permit is obtained, the work must be suspended until a permit is issued and the Mechanical Compliance Section may impose an administrative fine of not more than \$5,000 on the licensed elevator contractor or, if a licensed elevator contractor is not performing the work, on the owner of the elevator. Each 30-calendar-day period during which a violation of this section continues constitutes a separate violation.

6. Except as otherwise provided in subsection 3 of NAC 455C.510, an operating permit is suspended upon the issuance of a permit for alteration of an elevator until the alteration is complete and a satisfactory inspection has been performed by the Mechanical Compliance Section. A permit for construction, installation or alteration of an elevator does not authorize the operation of an elevator for which an operating permit is required.

7. Except as otherwise provided in subsection 8, as required by NRS 455C.160, a person who constructs, installs, alters or repairs a new elevator or existing installation must be certified as an elevator mechanic pursuant to NRS 455C.110 and NAC 455C.460.

8. An elevator mechanic may be assisted in the construction, installation, alteration or repair of a new elevator or existing installation by ~~an~~:

(a) *An* elevator mechanic apprentice or an elevator mechanic helper if the work performed by the elevator mechanic apprentice or elevator mechanic helper is performed under the supervision of the elevator mechanic.

(b) *Subject to the provisions of section 1 of LCB File No. R045-20, a licensed contractor, so long as such assistance is limited to the performance of construction work, including,*

without limitation, plumbing, electrical work, carpentry, steelwork and the installation or removal of drywall, which is performed within the hoistway or pit area of the elevator but not upon the equipment of the elevator.

9. An elevator for which a limited operating permit to allow the elevator to be used during construction has been issued pursuant to NAC 455C.510 may only be operated by:

(a) An elevator mechanic; or

(b) An elevator mechanic apprentice or elevator mechanic helper working under the direct supervision of an elevator mechanic.

Sec. 22. NAC 455C.510 is hereby amended to read as follows:

455C.510 1. The Mechanical Compliance Section shall issue an operating permit to the owner of an elevator within the period set forth in subsection 2 if the written report of inspection indicates the elevator is in compliance with NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20. The operating permit must set forth the number assigned by the Mechanical Compliance Section and the serial number assigned by the manufacturer of the elevator. The operating permit must be retained on the premises where the elevator is installed. The owner shall post in each elevator information regarding the operating permit as required by the Mechanical Compliance Section.

2. The Mechanical Compliance Section shall issue an operating permit within:

(a) Thirty calendar days for existing installations; and

(b) Fifteen calendar days for new elevators,

↪ after the date of the inspection, unless the time is extended by the Mechanical Compliance Section. An elevator for which a permit is required must not be operated unless the operating permit has been issued.

3. The Mechanical Compliance Section may issue a limited operating permit to allow an elevator to be used during construction.

4. The Mechanical Compliance Section shall not issue an operating permit for a period that exceeds:

(a) One year for elevators, dumbwaiters, platform lifts and material lifts.

(b) Six months for escalators ~~for~~, moving walks ~~for~~ *or any personnel hoist which is permanently installed.*

(c) ~~The~~ *Except as otherwise provided in paragraph (b), the* period designated by the Mechanical Compliance Section for related equipment.

(d) Ninety calendar days if the operating permit is a limited operating permit issued to allow an elevator to be used during construction.

5. If the written report of an inspection of an elevator indicates a violation of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20, or of the detailed plans and specifications approved by the Mechanical Compliance Section pursuant to NAC 455C.506, the Mechanical Compliance Section shall give notice to the owner of the elevator and may give notice to any other appropriate person of the changes necessary for compliance. If the owner makes the changes required by the Mechanical Compliance Section, the Mechanical Compliance Section shall issue an operating permit to the owner within:

(a) Thirty calendar days for existing installations; and

(b) Fifteen calendar days for new elevators,

↳ after the date the changes were completed, unless the time is extended by the Mechanical Compliance Section.

6. If the written report of an inspection of an elevator indicates that the elevator is unsafe and that its continued operation may be dangerous, the Mechanical Compliance Section shall refuse to issue, or shall suspend or revoke, the operating permit and shall require the owner of the elevator to ensure that the elevator will not be used until the elevator has been made safe and is in compliance with the requirements of NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20.

Sec. 23. NAC 455C.518 is hereby amended to read as follows:

455C.518 1. In addition to those inspections of an elevator that are required to be made pursuant to NAC 455C.516, an inspector or a special inspector may require an inspection to be made of any elevator if, in his or her opinion, an inspection is necessary to determine the safety of the elevator. If an inspector or special inspector determines that the operating permit for an elevator should be suspended, modified or revoked pursuant to NAC 455C.530, 455C.616, 455C.624 or 455C.632 due to an unsafe condition, he or she shall notify the Mechanical Compliance Section immediately.

2. All inspection duties set forth in the *Safety Code for Elevators and Escalators*, A17.1, the *Guide for Inspection of Elevators, Escalators, and Moving Walks*, A17.2, and the *Standard for the Qualification of Elevator Inspectors*, QEI-1, as adopted by reference in NAC 455C.500, must be performed by an inspector or a special inspector. An inspector or special inspector shall only perform the inspection duties described by those publications, including, without limitation, as applicable, the observation of periodic tests performed by an elevator mechanic and the inspection of the machine room, elevator car top, hoistway, inside of the cab of an elevator and elevator pit area.

3. An inspector may, upon presenting appropriate credentials to the owner, operator or agent in charge of a premises that contains an elevator, enter without delay and at reasonable times the premises for the purposes of performing an inspection of the elevator.

Sec. 24. NAC 455C.530 is hereby amended to read as follows:

455C.530 1. The Chief of the Mechanical Compliance Section or his or her designee may issue an emergency order to restrain any conditions or practices relating to an elevator, boiler or pressure vessel which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of the danger can be eliminated through the other enforcement procedures provided by this chapter. An order issued pursuant to this section may require such steps to be taken as are necessary to avoid, correct or remove the imminent danger and may prohibit the employment or presence of any person in locations or under conditions where the imminent danger exists, except persons whose presence is necessary to avoid, correct or remove the imminent danger or to maintain the capacity of a continuous process operation to resume normal operations without a complete cessation of operations or, where a cessation of operations is necessary, to allow the cessation to be accomplished in a safe and orderly manner.

2. An emergency order issued pursuant to subsection 1 becomes effective upon delivery to the owner of the elevator, boiler or pressure vessel or his or her agent where the danger exists. If, within 15 calendar days after the effective date of the order, the owner of the elevator, boiler or pressure vessel fails to notify the Administrator that the owner wishes to contest the order, the order shall be deemed a final order. If the owner of the elevator, boiler or pressure vessel contests the order within 15 days after the effective date of the order and the Administrator does not rescind or modify the order as requested, the owner may petition the district court for relief.

Upon the filing of such a petition, the district court may grant injunctive relief or a temporary restraining order pending the outcome of an enforcement proceeding pursuant to this chapter.

3. Whenever and as soon as an inspector or a special inspector concludes that a condition or practice described in subsection 1 exists regarding an elevator, boiler or pressure vessel, the inspector or special inspector shall inform the owner of the elevator, boiler or pressure vessel or his or her agent and the general public of the danger and that he or she is recommending to the Chief of the Mechanical Compliance Section that an emergency order be issued.

4. If an emergency order has been issued pursuant to subsection 1, an inspection to return the elevator, boiler or pressure vessel to service may be performed only by an inspector.

5. If an emergency order has been issued pursuant to subsection 1 and the Chief of the Mechanical Compliance Section or his or her designee determines that it is necessary, the Mechanical Compliance Section may place a lockout device on the energy isolating device that services the elevator, boiler or pressure vessel. The lockout device must not be removed from the energy isolating device except upon the issuance of an order by the Chief of the Mechanical Compliance Section or his or her designee.

6. As used in this section, "energy isolating device" means a mechanical device that physically prevents the transmission or release of energy.

Sec. 25. NAC 455C.616 is hereby amended to read as follows:

455C.616 1. The Mechanical Compliance Section may take any action described in subsection 2 if it determines that:

(a) A holder of an operating permit for a boiler or pressure vessel has violated any of the provisions set forth in NAC 455C.020 to 455C.300, inclusive;

(b) A holder of an operating permit for an elevator has violated any of the provisions set forth in NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20;

(c) A holder of a certificate to work as a special inspector has violated any of the provisions set forth in NAC 455C.020 to 455C.300, inclusive, or 512.500 to 512.594, inclusive;

(d) A holder of a certificate to work as an elevator mechanic has violated any of the provisions set forth in NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20;

(e) A holder of a certificate of competency or a certificate of accreditation as an authorized inspection agency has violated any of the provisions set forth in NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20;

(f) A holder of a work card as an elevator mechanic apprentice or elevator mechanic helper has violated any of the provisions set forth in NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20; ~~or~~

(g) A licensed contractor or licensed elevator contractor has violated any of the provisions set forth in NAC 455C.020 to 455C.300, inclusive, or NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20 ~~or~~;

(h) The owner of a boiler, elevator or pressure vessel has violated any of the provisions set forth in NAC 455C.020 to 455C.530, inclusive, and section 1 of this regulation; or

(i) A person who installs, maintains, relocates, improves, alters or repairs an elevator within this State and who is not certified as an elevator mechanic pursuant to NAC 455C.460, has violated any of the provisions set forth in NAC 455C.400 to 455C.530, inclusive, and section 1 of LCB File No. R045-20 and section 1 of this regulation.

2. After determining a violation described in subsection 1 has occurred, the Mechanical Compliance Section may:

(a) Issue a notice of violation which requires the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* to correct the violation;

(b) Impose an administrative fine of not more than \$5,000 and revoke the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card, as applicable;

(c) For a second violation within a period of 24 months:

(1) Impose an administrative fine of not more than \$10,000;

(2) Revoke the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card, as applicable; and

(3) Require the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* to fulfill certain training or educational requirements;

(d) For a third violation within a period of 24 months:

(1) Impose an administrative fine of not more than \$25,000;

(2) Revoke the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card, as applicable; and

(3) Require the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* to fulfill certain training or educational requirements; or

(e) For a fourth or subsequent violation within a period of 24 months:

- (1) Impose an administrative fine of not more than \$50,000;
- (2) Revoke the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card, as applicable; and
- (3) Require the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* to fulfill certain training or educational requirements.

3. Each 30-calendar-day period during which a violation of subsection 1 continues constitutes a separate violation for which the Mechanical Compliance Section may impose an additional administrative fine of not more than \$5,000.

Sec. 26. NAC 455C.618 is hereby amended to read as follows:

455C.618 If the Mechanical Compliance Section intends to impose an administrative fine pursuant to NAC 455C.506 or 455C.616, a penalty pursuant to NAC 455C.492 or a penalty pursuant to NAC 455C.616 against the holder of a certificate of accreditation as an authorized inspection agency, the Mechanical Compliance Section shall notify the *licensed contractor, the licensed elevator contractor, the* holder of an operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* of its intention by:

1. Delivering , *either personally by an inspector or by certified mail*, a notice of violation to *the* licensed contractor, the licensed elevator contractor , ~~or~~ the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card ~~by certified mail;~~ *or the owner of a boiler, elevator or pressure vessel;*
2. Enclosing with the notice of violation:

(a) A statement indicating the legal authority and jurisdiction of the Mechanical Compliance Section to issue the administrative fine or penalty; and

(b) A statement of the reasons for the proposed action, including a citation of the applicable regulations supporting the action and the proposed administrative fine or penalty; and

3. Stating the effective date of the imposition of the proposed administrative fine or penalty upon failure to contest, the procedures for bringing a contest and the procedures for an appeal.

Sec. 27. NAC 455C.626 is hereby amended to read as follows:

455C.626 If the Mechanical Compliance Section intends to suspend, modify or revoke an operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card issued pursuant to the provisions of this chapter, the Mechanical Compliance Section shall notify the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* of the suspension, modification or revocation by:

1. Delivering , *either personally by an inspector or by certified mail*, a notice of suspension, modification or revocation to the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card ~~[by certified mail;]~~ *or the owner of a boiler, elevator or pressure vessel;*

2. Enclosing with the notice of suspension, modification or revocation:

(a) A statement indicating the legal authority and jurisdiction of the Mechanical Compliance Section to issue the suspension, modification or revocation; and

(b) A statement of the reasons for the proposed action, including a citation of the applicable regulations supporting the action; and

3. Stating the effective date of the suspension, modification or revocation, the procedures for bringing a contest and the procedures for an appeal.

Sec. 28. NAC 455C.628 is hereby amended to read as follows:

455C.628 1. A holder of an operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or an owner of a boiler, elevator or pressure vessel* may appeal the suspension, modification or revocation of his or her operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card by filing a contest with the Chief of the Mechanical Compliance Section within 15 calendar days after the effective date of the suspension, modification or revocation.

2. Any contest filed pursuant to this section does not stay the suspension, modification or revocation. A stay may be requested from the Chief of the Mechanical Compliance Section but will not be granted if the holder of the certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card or the boiler, elevator or pressure vessel for which the operating permit was obtained, constitutes an immediate threat to the health or safety of the general public. The holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* has the burden of showing that there is not a threat to the health or safety of the general public if a stay is granted.

3. A contest filed pursuant to this section must be made in writing and describe in particular the matters to be contested. The contest must be accompanied by:

- (a) Any documents applicable to the contest;
- (b) The names of any witnesses who may be called at the hearing; and

(c) The expected time needed to present the contest.

↳ If any person alleges that the Division does not have the jurisdiction or legal authority to act with regard to any suspension, modification or revocation, it must be indicated in the contest documents.

4. The Chief of the Mechanical Compliance Section shall set a date for hearing within 30 days after the receipt of any written contest. A holder of an operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or an owner of a boiler, elevator or pressure vessel* may request that the hearing be held on an earlier date by submitting a written request to the Chief of the Mechanical Compliance Section. The request must show that the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* will suffer a substantial hardship if the date of the hearing is not changed and offer a proposed date for hearing. The holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* has the burden of establishing a substantial hardship.

5. The Chief of the Mechanical Compliance Section shall hear all contests filed pursuant to this section and give all parties thereto notice of the hearing and a fair opportunity to participate at the hearing. The Chief of the Mechanical Compliance Section shall issue his or her decision within a reasonable time after the conclusion of the hearing.

Sec. 29. NAC 455C.634 is hereby amended to read as follows:

455C.634 1. If the Mechanical Compliance Section intends to suspend summarily an operating permit, certificate, certificate of competency, certificate of accreditation as an

authorized inspection agency or work card issued pursuant to this chapter, the Mechanical Compliance Section shall notify the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* of the summary suspension by:

(a) Delivering , *either personally by an inspector or by certified mail*, a notice of the summary suspension to the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card ~~[by certified mail;]~~ *or the owner of a boiler, elevator or pressure vessel;* and

(b) Enclosing with the notice of summary suspension:

(1) A statement indicating the legal authority and jurisdiction of the Mechanical Compliance Section to issue the summary suspension; and

(2) A statement of the reasons for the proposed action, including a citation of the applicable regulations supporting the action or the effect on the general public necessitating the action, or both.

2. The notice of the summary suspension must:

(a) State the effective date of the summary suspension;

(b) Inform the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* that he or she is entitled to contest the summary suspension; and

(c) State that the Mechanical Compliance Section will hold a hearing within 10 business days after the receipt of any contest.

3. Upon the receipt of a notice of summary suspension, the holder of the operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or the owner of a boiler, elevator or pressure vessel* shall immediately cease all operations that are the subject of the suspension.

Sec. 30. NAC 455C.636 is hereby amended to read as follows:

455C.636 1. A holder of an operating permit, certificate, certificate of competency, certificate of accreditation as an authorized inspection agency or work card *or an owner of a boiler, elevator or pressure vessel* may appeal a summary suspension by filing a contest with the Chief of the Mechanical Compliance Section within 15 calendar days after the issuance of the summary suspension.

2. Any contest filed pursuant to this section does not stay the summary suspension.

3. A contest filed pursuant to this section must be made in writing and describe in particular the matters to be contested. The contest must be accompanied by:

- (a) Any documents applicable to the contest;
- (b) The names of any witnesses who may be called at the hearing; and
- (c) The expected time needed to present the contest.

↪ If any person alleges that the Mechanical Compliance Section does not have the jurisdiction or legal authority to act with regard to any summary suspension, it must be indicated in the contest documents.

4. The Chief of the Mechanical Compliance Section shall set a date for hearing within 10 business days after the receipt of any written contest.

5. The Chief of the Mechanical Compliance Section shall hear all contests filed pursuant to this section and issue his or her decision within 10 business days after the conclusion of the hearing.

Sec. 31. NAC 455C.640 is hereby amended to read as follows:

455C.640 A summary suspension becomes a permanent suspension if the holder of an operating permit, certificate, certificate of competency or work card ~~is~~ *or the owner of a boiler, elevator or pressure vessel:*

1. Does not contest the summary suspension; or
2. Fails to appeal the decision of the Chief or the Administrator pursuant to the provisions of this chapter.

Sec. 32. NAC 455C.642 is hereby amended to read as follows:

455C.642 A summary suspension may be modified or revoked upon written notice to the holder of the operating permit, certificate, certificate of competency or work card *or the owner of a boiler, elevator or pressure vessel* given pursuant to the provisions of NAC 455C.618.

Sec. 33. NAC 455C.644 is hereby amended to read as follows:

455C.644 The Chief or the Administrator may withdraw a summary suspension upon giving written notice to the holder of the operating permit, certificate, certificate of competency or work card ~~is~~ *or the owner of a boiler, elevator or pressure vessel.*

Sec. 34. 1. This section, sections 1 to 6, inclusive, and 8 to 33, inclusive, of this regulation become effective on the date on which this regulation is filed by the Legislative Counsel with the Secretary of State.

2. Section 7 of this regulation becomes effective on the date on which the provisions of 42 U.S.C. § 666 requiring each state to establish procedures under which the state has authority to

withhold or suspend, or to restrict the use of professional, occupational and recreational licenses of persons who:

(a) Have failed to comply with a subpoena or warrant relating to a procedure to determine the paternity of a child or to establish or enforce an obligation for the support of a child; or

(b) Are in arrears in the payment for the support of one or more children,

↪ are repealed by the Congress of the United States.