

ATTACHMENT IV

ARTICLE 1 Preamble

WHEREAS, the Agreement is entered into by and between the County of Clark, hereinafter referred to as the County, and the International Association of Firefighters, Local 1908, hereinafter referred to as the Union; and

WHEREAS, the County and the Union are engaged in furnishing public services, including fire protection, essential to the health, safety and welfare of the residents of the County; and

WHEREAS, the County, its employees, and the representatives of its employees have a high degree of responsibility to the general public; and

WHEREAS, the parties to this Agreement and the employees covered by this Agreement recognize their responsibility to provide the services for which they are involved without interruption;

NOW, THEREFORE, the parties enter into this Agreement as a means of fostering and maintaining a responsible and peaceful labor relations' policy.

ARTICLE 2 Recognition

1. In accordance with the provisions of NRS 288, the County has recognized and does recognize the Union as the exclusive collective bargaining representative of those employees in the classifications set forth in Appendix A.
2. **The Union and the County agree that once the Collective Bargaining Agreement is ratified by the membership and is prepared by the County for approval by the Board of County Commissioners, the agenda item and the supporting documents shall be placed on the agenda. The public may access the agenda item and supporting documents in accordance with NRS 241.020. There shall be no other electronic posting of the Collective Bargaining Agreement, nor shall it be placed on any other location on the County's website.**
3. ~~The Union and County agree that the only way the public shall obtain a copy of this collective bargaining agreement is a request in writing to the Union or the County. At no time shall the County place the collective bargaining agreement, in whole or part on any website.~~

ARTICLE 3 No Strikes

As provided under NRS 288:

- A. "288.070 "Strike" defined. "Strike" means any concerted:
 - 1. Stoppage of work, slowdown or interruption of operations by employees of the State of Nevada or local government employees;
 - 2. Absence from work by employees of the State of Nevada or local government employees upon any pretext or excuse, such as illness, which is not founded in fact; or
 - 3. Interruption of the operations of the State of Nevada or any local government employer by any employee organization.
- B. "288.230 Legislative declaration; illegality of strikes.
 - 1. The legislature finds as facts:
 - a. That the services provided by the state and local government employers are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety and welfare of the people of the State of Nevada;
 - b. That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility of the state to its people; and
 - c. That every person who enters or remains in the employment of the state or a local government employer accepts the facts stated in paragraphs (a) and (b) as an essential condition of his/her employment.
 - 2. The legislature therefore declares it to be the public policy of the State of Nevada that strikes against the state or any local government employer are illegal."

ARTICLE 4 Management Rights

The County retains the following exclusive management rights under the terms of this Agreement.

- 1. The right to hire, direct, assign or transfer any employee covered by this Agreement, but excluding the right to assign or transfer an employee as a form of discipline.

2. The right to reduce in force or lay off any employee covered by this Agreement, subject to the provisions for reduction in force as provided in Article 30 of this Agreement.
3. The right to determine:
 - a. Appropriate staffing levels and work performance standards, except for safety considerations.
 - b. The content of the workday including, without limitation, workload factors, except for safety considerations.
 - c. The quality and quantity of service to be offered to the public.
 - d. The means and methods of offering those services.
4. Notwithstanding the provisions of any Collective Bargaining Agreement negotiated pursuant to NRS 288 to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as riot, military action, natural disaster or a civil disorder. Such actions may include the suspension of any Collective Bargaining Agreement for the duration of the emergency.
5. The ultimate right and responsibility to manage its operation in the most efficient manner.
6. All other rights not otherwise limited by the other provisions of this Agreement.

ARTICLE 5

Employee Rights - Non-discrimination

1. The County and the Union agree not to discriminate against any employee for his/her activity on behalf of, or membership or non-membership, in the Union.
2. The parties recognize the County's Equal Opportunity Program and responsibilities and support the principle thereof.
3. The County, the Union, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Union without discrimination as to race, color, religion, sex, age, physical or visual handicap, national origin, or because of political or personal reasons or affiliations.

ARTICLE 6
Check Off - Dues Deduction

1. The County agrees to deduct from the payment and reflect on the paycheck advice of each employee within the bargaining unit, who has signed an authorized payroll deduction card, such amount as the employee should designate as his/her Union dues and so certified by the Treasurer of said Local 1908. Such funds shall be remitted by the County to the Treasurer of Local 1908 within one (1) month after such deductions.
2. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits, and all other forms of liability, which shall arise out of or by reason of action taken (or not taken) by the County at the written request of the Treasurer of the Union under the provisions of Section 1 above.
3. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during a period of twenty (20) days each year ending October 20. Such provision will appear on the Membership Application and Dues Deduction Authorization Card. If dues deduction authorization is not revoked during such period it shall continue for the balance of the contract year.
4. The County agrees to deduct from the first and second pay period of each month, FIREPAC deductions in the amount certified to be current by the Treasurer of Local 1908 from the pay of those employees who individually request in writing that such deductions be made. The County shall remit the total amount of such deductions each month to the Treasurer of Local 1908.

ARTICLE 7
Union Rights and Representation

1. The County recognizes that it may be necessary for an officer of the Union to exclusively perform Union duties during the period he/she is in work status. The County, therefore, agrees to permit an officer of the Union a reasonable amount of time necessary to perform such duties during work time without loss of pay subject to the provisions of Section 2 below.
2. The Union agrees that all Union duties or functions required of its representatives shall be performed on off-duty time to the maximum extent possible. Any Union officer desiring to perform Union duties required while he/she is on duty must advise his/her Battalion Chief or appropriate division supervisor and receive approval from the department head or designee. Such approval shall not be unreasonably withheld. The Union agrees that the performance of such duties shall be accomplished as expeditiously as possible.

3. The County agrees that in the event of the re-negotiation of this Agreement and the continued qualification of the Union as the exclusive representative of the employees covered by this Agreement, the County shall permit a reasonable amount of leave with pay from duty for a maximum of five (5) members of the Union Negotiating Committee for attendance at negotiation meetings with the County.
4. The Union President or designee may be entitled, at the sole discretion of the Fire Chief, to address members of the bargaining unit at training sessions on issues relating to the administration of the collective bargaining agreement.

ARTICLE 8

Union Business Leave

1. The Union President, shall select six (6) officers/members of the union who shall be granted leave from duty with full pay for business such as, but not necessarily limited to, attending educational conferences, seminars, and training courses for the improvement of the fire service. Leave requests shall be submitted in writing to the Fire Chief or designee eight (8) calendar days prior to departure or with as much advance notice as possible.
2. Elected Union Officers shall each be authorized the necessary time off with pay to attend the monthly executive board and Union membership meetings. If fifty-percent (50%) or more of Union Officers come from one (1) platoon, the Union shall change executive board meeting date (s) in accordance with Article 7 Paragraph 2. Five (5) appointed insurance trust members shall each be authorized the necessary time off with pay to attend the monthly insurance trust meeting.
3. Union Officers shall not be placed on the bottom of the overtime and/or callback list when doing Union business.
4. A Union Officer or member may accept a callback, or scheduled overtime and attend Union functions, but shall not receive overtime or callback pay for the period of time the Union Officer or member is participating in Union functions.
5. The Union Officer, or member shall immediately notify the Battalion Chief in the battalion in which the opportunity is created, and inform the Battalion Chief of the time frame of the Union business. If the Battalion Chief must call back or schedule overtime for another employee to fill the vacancy created by the Union business, the callback or scheduled overtime shall be for a minimum of four (4) hours. The Union Officer, or member, shall notify the Battalion Chief upon completion of Union business and immediately return to duty.
6. If a Union Officer or member accepts a callback or overtime and attends a Union function at the beginning of a shift, and that function is expected to last less than four (4) hours, the Battalion Chief can hold over an employee for the period of

time that the Union Officer or member is attending the function. The Union Officer, or member shall notify the Battalion Chief upon completion of Union business and immediately return to duty.

7. At no time during a single 24-hour shift shall the combined hours of the callback/overtime and the attendance at a Union function, by the Union Officer or member, exceed a total of twenty-four (24) hours.

ARTICLE 9

Temporary Assignment to Higher Classification

1. Any employee required to perform duties in a higher capacity or rank other than his/her regular duty or rank shall receive wages equivalent to step 1 of the higher duty or rank or that of the rate of pay of one step above his/her own regular duty or rank whichever is greater. Once an employee is placed in an acting position he/she shall be compensated for the entire shift.
2. Stipulations put forth in Section 1 above do not apply to the following:
 - a. Time off for Fire Department promotional exams.
 - b. Time off for Fire Department physical exams.
 - c. Time off for Captain -Management quarterly meetings.
 - d. Union business leave.
 - e. While a replacement is en route.
3. Preference shall be given to those employees on the current promotional list. Effective December 17, 2002, only those employees that have successfully completed the Engineer's Academy shall be eligible to act as Engineer. Effective July 1, 2003, only those employees that have successfully completed the Officer's Academy shall be eligible to act as Captain.
4. No employee in probationary status shall be allowed to act out of classification.
5. At no time shall any employee act out of classification until all requirements have been met for that classification. All licenses and certifications must be current and valid and the employee must have the necessary time in grade when acting is performed. If the use of employees to act in a higher classification results in a call back, then acting shall be disallowed. However, if there are vacancies during a shift that are to be filled through mandatory overtime/mandatory callback, then engineers or fire fighters who are on the Telestaff voluntary sign up list shall act even if it requires a callback. This exception is permitted to the maximum number of acting employees as defined in section 6 below.

6. During any shift, there shall be no more than six (6) employees acting as Engineer, and no more than four (4) employees acting as Captain. The County and the Union shall review these numerical limitations annually and mutually agree upon any changes necessary to maintain approximately the same numerical relationship of actors and non-actors as originally established.
7. There shall be no more than one (1) employee acting as Engineer and no more than one (1) employee acting as Captain during a given shift at a station, and in no event shall both actors be assigned to the same unit.

ARTICLE 10

Seniority

1. Clark County Human Resources shall establish a seniority list showing date of hire and date of last promotion, which shall be brought up to date annually and posted on the Fire Department bulletin boards in October.
2. Departmental seniority shall be determined by:
 - a. Date of employment with the Clark County Fire Department.
 - b. Final Training Academy grade.

In the event that factor (a) is not conclusive, then factor (b) shall govern.

3. In-grade seniority shall be determined by:
 - a. Date of promotion.
 - b. Promotional examination grade.
 - c. Previous in-grade seniority.
 - d. Departmental seniority.

In the event that factor (a) is not conclusive, then factor (b) shall govern. If factor (b) is not conclusive, then factor (c) shall govern. If factor (c) is not conclusive, then factor (d) shall govern.

ARTICLE 11

Bulletin Boards

1. The County shall permit the use of all bulletin boards in the respective fire stations by the Union for the posting of responsible material relating to Union business or activities.
2. If the Union chooses, in lieu of the privilege referred to in Section 1 above, the County will provide space in each of the fire stations for the Union to mount its own bulletin boards for the posting of responsible material relating to Union business or activities.

ARTICLE 12

Safety and Health

1. The County agrees to establish a Departmental Advisory Committee, which shall consist of a representative from the Fire Department (appointed by the Fire Chief) and a representative of the Union (appointed by the President of Local 1908). The representative of the Union while engaging in the business of the safety committee, including attendance at meetings, authorized inspections or any other activity of the committee, shall be paid by the Fire Department as if the employee were engaged in his/her usual work activities whether the employee is on duty or off duty. In case impasse is reached, then a third party agreeable to both sides shall be called in. Meetings shall be held monthly, and the committee shall make written quarterly reports and recommendations to the Fire Chief. A copy of the report shall be mailed to the Union.
2. The County and the Union shall cooperate fully on all matters concerning the safety and health of members of the Fire Department and the safety and sanitation of department equipment and buildings. The County shall furnish and/or replace all safety equipment and special personal protective equipment, in accordance with the most current NFPA 1971 for those employees defined under NRS 286.042. The County shall maintain and clean all safety equipment and personal protective equipment in accordance with the most current NFPA 1851 and Nevada OSHA standard 1910.132. The safety equipment and specialty protective equipment shall include but not limited to the following:
 - a. Turnout coat with liner
 - b. Turnout pants with liner
 - c. Suspenders
 - d. Helmet, chin strap, shroud and face shield
 - e. Gloves
 - f. Rubber or Leather structural boots
 - g. Nomex hood
 - h. Safety glasses
 - i. Hearing Protectors
 - j. Flashlight
 - k. SCBA Facemask
 - l. Multi-Purpose Half Mask Respirator (NIOSH approved to the P100 filter)

class

m. Safety Goggles

n. Steel toe or composite toe work boots shall be worn by all employees covered by this Agreement while on duty.

o. Any other equipment that is mandated by state or federal law or regulation to protect against the spread of infectious diseases.

~~p. All airport employees shall each have an approved Proximity Fire Fighting Ensemble and safety equipment provided by the Clark County Fire Department.~~

3. In addition to the personal protective equipment provided for all employees in Fire Suppression, the County shall provide and replace all safety equipment and special personal protective equipment for employees in the Technical Rescue specialty units, including Heavy Rescue, HAZ-MAT, and Laughlin. The Fire Department shall determine the necessary equipment to be purchased for each unit based on its specialty. These items shall include, but are not limited to:

a. Fire resistive jump suit or equivalent

b. Specialty gloves

c. Specialty helmets/intrinsically safe headlamp

d. Specialty goggles or other eye protection

4. The County shall maintain ten (10) bid technician positions for the HAZ-MAT station and ten (10) bid technician positions for the Technical Rescue station (currently stations 24 and 21). At no time shall there be less than eight (8) technicians on shift for each station. The County shall maintain ten (10) bid technician positions at station 76, and four (4) bid technician positions at station 85. At no time shall there be less than eight (8) technicians on duty in Laughlin.

5. The HAZ-MAT station (currently station 24) shall be staffed with no less than eight (8) HAZ-MAT certified employees per shift. The combination of the eight (8) employees shall include at least one (1) HAZ-MAT Captain, one (1) HAZ-MAT Engineer, and four (4) HAZ-MAT Fire Fighters. The remainder of HAZ-MAT employees may be of any rank. The HAZ-MAT apparatus shall only be staffed by bid HAZ-MAT certified employees, minimum of (1) HAZ-MAT Captain, one (1) HAZ-MAT Engineer, and two (2) HAZ-MAT Fire Fighters.

6. The Technical Rescue Level station (currently station 21) shall be staffed with no less than eight (8) certified employees each shift. The combination of the eight (8) employees shall include at least one (1) Tech Captain, one (1) Tech Engineer, and four (4) Tech Fire Fighters. The remainder of the techs needed for each shift may be of any rank. The Technical Rescue apparatus shall only be staffed by bid Technical Rescue certified employees, minimum of one (1) Tech Captain, one (1) Tech Engineer, and two (2) Tech Fire Fighters.

7. The Laughlin Technical Level stations (currently station 76 and station 85) shall

be staffed with no less than eight (8) certified employees each shift. The combination of the eight (8) employees shall include at least one (1) Tech Captain, one (1) Tech Engineer and four (4) Fire Fighters. The remainder of the techs needed for each shift may be of any rank. The Tech Engineers shall see that boat(s) and assigned equipment are clean, in good working order, and ready for immediate service at all times.

8. Effective July 1, 2003, the County shall ensure that at no time shall there be less than two (2) Fire Investigators on shift. The Fire Department shall determine and purchase the necessary equipment to be used by Fire Investigators, such as but not limited to the following:

- a. Hand pistol
- b. Ammunition
- c. Handcuffs
- d. Holster
- e. Body Armor
- f. Canister Mask
- g. Turnouts
- h. Coveralls
- i. Lockers
- j. Cellular phones

9. The Fire Department shall determine and purchase the necessary equipment to be used by Fire Inspector Trainees, Fire Inspectors, Fire Plans Checker, Deputy Fire Marshals, such as but not limited to the following:

- a. Hard hat
- b. Ear protectors
- c. Work gloves
- d. Flashlight
- e. Eye protectors
- f. Cellular Telephones or Telephone Calling Cards
- g. A locker for each Inspector at his or her station
- h. Multi-Purpose Half Mask Respirator (NIOSH approved to the P100 filter class)

10. The Fire Department shall determine and purchase the necessary equipment to be used by Fire Training Instructors and Fire Training Officers, including but not limited to the following:

- a. Nomex or equivalent jump suit
- b. Specialty gloves
- c. Specialty helmets
- d. Specialty goggles or other eye protection
- e. Ear protectors

- f. Work gloves
 - g. Flashlight
 - h. Multi-Purpose Half Mask Respirator (NIOSH approved to the P100 filter class)
- 11. The Fire department shall provide all fire apparatus with David Clark or equivalent communications/hearing protection system in accordance with NFPA 1500.
- 12. All employees shall be required to maintain the integrity of their personal protective clothing and safety equipment as received. No modifications of any kind shall be permitted without direct approval from the Fire Chief.
- 13. All policies implemented by the Fire department shall be in accordance with industry standards. The term industry standards shall be inclusive of, but are not limited to, NFPA standards, ANSI standards, NIOSH, CFR and OSHA regulations.
- 14. As per current NFPA 1500 chapter 5.12, the Fire department shall provide all employees with training and education commensurate with the duties and functions they are expected to perform. Employees who, at the direction of the Fire Chief, engage in and/or are exposed to the hazards of Wildland Fire Fighting operations shall be provided with, and use protective garments that meet the requirements of NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting.

ARTICLE 13

Labor/ Management Committee

- 1. Effective July 1, 2006 the Union and the County agree to establish a Joint Labor/Management committee (LMC).
- 2. The LMC shall be comprised of six (6) members, three (3) members who shall be Assistant or Deputy Fire Chiefs and three (3) members of the Union. Management committee members shall be appointed by the Fire Chief; Union committee members shall be appointed by the Union President. Other representatives may be invited to participate in the meetings if agreed by the Fire Chief and The Union President.
- 3. The Committee shall meet quarterly at a time and place mutually designated by the Union President and the Fire Chief. All members shall be notified of the dates and times of committee meetings.

The LMC shall be charged with addressing:

- a. the administration of this agreement

- b. matters of general interest to both parties
- c. matters of interest to the Union
- d. any other matters which shall further the harmonious relationship between the Union and Fire Management.

The LMC shall have no authority to:

- a. Make any decisions that are binding on the parties;
 - b. Bargain for the parties on any issue; or
 - c. Determine the disposition of any grievance and/or disciplinary appeal.
4. The agenda for the LMC meetings shall be prepared by the Union President and the Fire Chief. The agenda shall be distributed at least five (5) working days prior to the scheduled meeting. The agenda shall include the discussion topics, the time and place of the meeting, and the names of all attendees.
 5. Union representatives are required to follow the procedure outlined in Article 7 *Union Rights and Representation* to account for their time spent at the LMC.
 6. The committee shall reduce any recommendations arising from their deliberations to writing, with a final review and approval of both parties, and forward it to the Fire Chief and Union President. The Fire Chief and Union President, or his/her designee, shall respond in writing within five (5) days to the committee as to the final disposition of any such recommendations. Any resolution shall be jointly distributed to the employees covered by this agreement.
 7. Minutes shall be taken by management at the LMC and reviewed and approved by both the Union President and the Fire Chief.

ARTICLE 14

Physical Examinations

1. All employees covered by this Agreement shall be required to take an annual physical examination, SCBA mask fit test and NIOSH rated particulate respirator mask fit test within thirty (30) days of the employees' birthday. If an employee fails to complete the examination, due to his/her fault, he/she shall be relieved from duty without pay until the examination is taken. If the employee is unable to take the examination because he/she is using sick leave or workers' compensation benefits then the exam must be taken within sixty (60) days of return to duty.
2. Tests required during the annual physical exam will be specified in Paragraph 7 of this Article. All employees who are age 40 or older shall also receive an annual stress ECG performed on a treadmill or, at the employee's discretion, on a stair stepper.
3. If an electrocardiogram is recommended by the doctor performing the physical

examination for the employees covered by this Agreement on a more frequent basis than provided for in Section 2 above, it shall be administered as frequently as recommended at no cost to the employee. However, if a board certified cardiologist selected by the County determines that repeated electrocardiograms are not necessary, they shall not be given. His decision shall be final.

4. This annual physical examination, SCBA mask fit test and NIOSH rated particulate respirator mask fit test shall be paid for by the County and scheduled while the employee is on duty.
5. If an employee is required to be off duty until he/she completes a follow-up examination required by the physician, the employee shall not be charged any leave time unless the employee fails to attend the follow-up examination(s) as scheduled by the County, in which case the employee shall be charged personal sick leave. All required follow-up examinations and testing, as a result of his/her physical, shall be paid for by the County, and the employee shall not be charged leave time regardless of the outcome of these required examinations and tests.
6. One copy of the employee's annual physical examination file, including all results and Physician follow-up documentation, shall be given to the employee during the second visit by the physician; another copy shall be delivered by courier to, and maintained by, the Fire Department Infection Control Nurse. Access to the file shall only be allowed upon written release by the employee, or as required by law.
7. Physical examination requirements: all physical examinations shall be performed by medical doctors and shall comply with the minimum standards of the Nevada State Industrial Insurance System and the state of Nevada Occupational Safety and Health standard regulations.

Pulmonary function tests shall be performed by certified technicians on a fully automated Spirometer and shall be interpreted by a physician. The stress ECG shall be performed in the presence of a physician, nurse or technician certified in Advanced Cardiac Life Support (ACLS) and evaluated by a board-certified cardiologist. All examinations shall be performed in one (1) facility. Audiograms shall be performed by certified personnel and shall be pure tone at frequencies of 250-6600 Hz. Audio testing shall be done according to Nevada OSHA regulations. SCBA mask fit and NIOSH rated particulate respirator mask fit testing shall be performed by a certified technician from the fire department life support division.

Testing required:

1. Previous personal/family history.
2. Standard core physical examination including *breast, *pelvic and digital rectal examination with a test for fecal occult blood.
3. Visual acuity measurements including near and distant vision, and color perception.

4. Audiogram.
5. Pulmonary function screening.
6. One (1) view – posterior/anterior 14” x 17” chest x-ray.
7. Electrocardiogram.
8. Routine urinalysis, including occult blood.
9. Complete blood count.
10. Profile – 1 blood chemistry profile which includes calcium, phosphorous, glucose, uric acid, BUN, creatinine, albumin, SGPT, SGOT, LDH, globulin, A/G ratio, alkaline phosphatase, total protein, total bilirubin, GGTP, sodium, potassium, chloride, CO₂, triglycerides, cholesterol, creatinine/BUN ratio.
11. Lipid panel to include triglycerides, cholesterol, HDL, LDL and VDL.
12. VDRL.
13. Stress ECG, performed on a treadmill or, at the employee’s discretion, on a stair stepper.
14. Other testing as may be required by the physician in order to complete the physical.
15. Hepatitis A, B, and C.
16. Prostate Specific Antigen test (PSA) for male employees.
17. TB Skin Test
18. Tetanus Shot-every ten (10) years with annual physical
19. *Pap smear for female employees.

Optional Testing at the Request of the Employee

Female employees who choose not to allow these procedures to be performed during her annual physical shall be required to present during the second visit of the annual physical examination written certification from her personal physician that these tests and examinations were performed since her last annual physical. (Pelvic, Breast, Digital Rectal and Pap smear examination)

- a. * For those Employees not covered by NRS 617.453 these test are at the employee’s option.
8. A pre-placement medical evaluation shall be required for all new fire fighter candidates to determine the potential medical ability to perform fire fighter duties without presenting a significant risk to the health of themselves or others. The medical evaluation shall be performed by physician knowledgeable about the physical demands of fire fighting in accordance with NFPA 1582.

ARTICLE 15

Holidays

1. The 12 (twelve) recognized holidays for employees covered by this Agreement shall be as follows:

Date Recognized
January 1

Holiday
New Year's Day

Third Monday in January
Third Monday in February
Last Monday in May
July 4
First Monday in September
Last Friday in October
November 11
Fourth Thursday in November
Friday following the fourth
Thursday in November
December 25
Employee's Birthday

Martin Luther King, Jr's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Nevada Day
Veteran's Day
Thanksgiving Day
Family Day
Christmas Day

Any day the County is required by state law to close for a legal holiday.

In the event the date on which any of the above holidays is recognized is changed by law, this shall not increase the total number of holidays provided for. In that event, the holiday provided for in this Article shall be recognized on the new day provided by law rather than on the date set forth above.

2. All employees assigned as 56-hour per week shift employees shall be paid holiday pay of sixteen (16) hours at their straight time hourly rate for each of the above holidays except such employees who are on sick leave. A temporary reassignment shall be defined as working in a position for twelve (12) months or less. The day after the twelve (12) months, the employee must return to his/her shift assignment for a period of not less than six (6) months, or be converted in accordance with Article 40, *Converting Benefits*. Employees temporarily or permanently reassigned to an 8 or 10-hour shift shall receive holiday benefits in accordance with Sections 4, 5, and 6 of this Article. Employees temporarily reassigned for a period not to exceed eighteen (18) months to the Fire Training Division, for the purpose of training rookies in the Fire Training Academy, shall continue to receive 56-hour benefits in accordance with this Section.
3. Holiday pay provided for in Section 2 for the holidays set forth in Section 1 above shall be paid on the payday for the pay period in which the holiday falls.
4. Employees covered by this Agreement who work an 8 or 10-hour shift shall be granted time off with pay at their straight time hourly rate on the holidays set forth in Section 1 above or on a compensatory day off designated by the Fire Chief in lieu of the holiday.
5. This Section relates to 8 or 10-hour shift personnel.
 - a. Relative to 8-hour shift personnel, if one of the holidays set forth in Section

1 above falls on a Sunday it shall be observed on the following Monday. If one of the holidays set forth in Section 1 falls on a Saturday it shall be observed on the preceding Friday.

- b. Relative to 10-hour shift personnel, if one of the holidays set forth in Section 1 above falls on a scheduled day off, Friday or Saturday, it will be observed on the preceding Thursday. If one of the holidays set forth in Section 1 above falls on a scheduled day off, Sunday or Monday, it will be observed on the following Tuesday.
- 6. All 8-hour personnel may only be compensated for a maximum of eight (8) hours at the straight time rate for any of the holidays set forth above. All 10-hour personnel may only be compensated for a maximum of ten (10) hours at the straight time rate for any of the holidays set forth above.
 - 7. Holidays or compensatory days not worked, but paid in accordance with Section 4 above, which occur on an employee's scheduled day of work shall be counted as time worked for the purpose of computing overtime.

ARTICLE 16

Sick Leave

- 1. Employees covered by this Agreement who work a 24-hour shift shall accrue a maximum of twelve (12) 24-hour shifts of sick leave for each year of this Agreement.
- 2. Employees covered by this Agreement who work an 8-hour shift shall accrue a maximum of twelve (12) 8-hour shifts of sick leave for each year of this Agreement.
- 3. Employees covered by this Agreement who work a 10-hour shift shall accrue a maximum of twelve (12) 10-hour shifts of sick leave for each year of this Agreement.
- 4. Accrued sick leave may only be used for a bona fide illness of the employee or a member of his immediate family, defined as a spouse, parent, sibling, child, grandchild, and grandparent.
 - a. Sick leave may be used up to a maximum of three (3) consecutive shifts for bereavement and to attend the funeral of a member of the employee's immediate family. Sick leave used for bereavement purposes shall be excluded from the sick leave calculation for bonus shifts in Article 27.
 - b. Sick leave may be granted in extraordinary circumstances in which the Fire Chief or his/her designee believes such leave shall have a beneficial

effect on an employee's morale and welfare.

- c. Sick leave used in accordance with this Section shall be paid only for a scheduled period of work and at the rate of the permanent rank of the employee.
 - d. Employees may request partial sick leave providing they adhere to the following:
 - 1. Take at least a four (4) hour minimum of sick leave.
 - 2. Requests must be made and approved by the Battalion Chief at least twenty-four (24) hours in advance.
 - 3. Can only be taken between the hours of 7:00 AM – 6:00 PM, weekdays only.
 - 4. Holidays and weekends are excluded.
 - 5. All hours used for partial sick leave must be counted against sick leave cash out and the employee's bonus leave award.
 - 6. If an employee has a medical test that must be scheduled outside the hours of 7:00 AM – 6:00 PM, or on weekends, and the employee provides the Battalion Chief with written documentation at least twenty-four (24) hours in advance, then the partial sick leave use shall be granted.
 - 7. If a family member of an employee has a medical emergency, the employee shall be granted use of partial sick leave of at least four (4) hours. The employee shall provide documentation of the medical emergency.
 - e. If at any time the Fire Chief, Deputy Fire Chief or Battalion Chief suspects abuse of leave, the Fire Chief, Deputy Fire Chief or Battalion Chief may request written medical documentation verifying the use of partial sick leave.
5. Employees covered by this Agreement shall be subject to the following requirements of proof of illness or forfeiture of sick leave:
- a. Certificate of Illness: Evidence in a form of a physician's certificate, or certificate of illness shall be furnished as proof of adequacy of the reason of the employee's absence during the time which sick leave was requested. Certificates of illness may be requested by the Fire Chief or his/her designee ~~when after there is one (1) absence in excess of three (3) days or more~~ **are five (5) unexcused shifts of sick leave in a calendar year** and whenever there is reason to believe that sick leave privileges are being abused. **"Unexcused" shall be defined as those shifts when an employee does not provide a voluntary certificate of illness. If an employee is unable to provide a valid certificate of illness when required, the missed shift shall be considered an unexcused absence. If an employee has more than five (5)**

unexcused absences in a calendar year the employee shall be subject to the procedure described in Article 16 Section 5(b). Authorized leave used in accordance with Article 38 Miscellaneous Leaves, Article 21 Service Connected Disability and Rule and Regulation 2.21 (FMLA) shall not be subject to this provision. The certificate of illness shall be submitted to the Fire Chief or his/her designee.

- b. Forfeiture of Sick Leave: No County employee shall be entitled to sick leave while absent from duty because of the following cause:

Disability arising from a sickness or injury purposely self-inflicted, or caused by willful misconduct. A person claiming sick leave with pay, and any appointing authority approving the same, where it is shown that such claim was made or approved by such claimant or appointing authority, knowing that such claimant was not in fact sick or otherwise entitled thereto, shall forfeit all sick leave which would otherwise accrue for a period of six (6) months thereafter. It is the duty of the Fire Chief to enforce this provision.

- 6. Employees on their 10th year of employment with the Clark County Fire Department having a sick leave balance in excess of 96 shifts have the one-time option, which cannot be changed in succeeding years, to:
 - a. Select compensation for all or part of those hours in excess of 96 shifts (2304 hours if working 24-hour shift, 960 hours if working 10-hour shift, or 768 hours if working 8-hour shift) compensation to be calculated at 35% of the employee's base hourly rate of pay; or,
 - b. Select that the hours in excess of 96 shifts (2304 hours if working 24-hour shift, 960 hours if working 10-hour shift, or 768 hours if working 8-hour shift) be retained in a separate sick leave reserve account to be used for sick leave only. Sick leave shall be deducted from this balance only after the accumulation in excess of 96 shifts has been exhausted. No compensation is available at time of separation for sick leave transferred to this account.
 - c. Each eligible employee shall receive written notification of sick leave balance and shall be provided the opportunity to exercise the one-time option as provided in Section 6a or 6b above.
- 7. All eligible employees on their 11th year of service with the Clark County Fire Department and every year thereafter having a sick leave balance in excess of 96 shifts (2304 hours if working 24-hour shift, 960 hours if working 10-hour shift, or 768 hours if working 8-hour shift) shall receive an annual payment for unused sick leave accrued during the individual employee's previous year of employment

which shall be determined and calculated on the ending of the pay period. Payment for the unused leave shall result in the sick leave balance reverting to 96 shifts.

- a. This cash payment shall be paid on the pay period following the pay period in which the employee's hire date falls. The remaining percentage of unused sick leave in excess of 96 shifts that the employee did not receive payment for shall be placed in an employee sick leave bank, which is not eligible for payoff at any time, including separation. Sick leave bank hours shall be used only upon exhaustion of all other sick leave hours. Sick leave bank hours do not count towards the 96 shifts.

The payment and sick leave bank methodology shall be as follows:

Hours used During Preceding Twelve Months			Rate of Payment for Unused Hours	Remaining Percentage After Payment Placed in Sick Leave Bank
8-Hour	10-Hour	24-hour		
0 - 25.7	0 - 32.1	0 - 36	60%	40%
25.8 - 60	32.2 - 75	36.1 - 84	50%	50%
60.1 - 94.3	75.1 - 117.9	84.1 - 132	40%	60%
94.4 - 128.6	118 - 160.7	132.1 - 180	30%	70%
128.7 - 162.8	160.8 - 203.5	180.1 - 228	20%	80%
162.9 - 197.1	203.6 - 246.4	228.1 - 276	5%	95%

8. Employees becoming eligible for benefits under this Article shall receive compensation based on the established scale as determined by the amount of sick leave used during the 12-month period immediately preceding the employee's hire date.

EXAMPLE:

If the employee does not meet the eligibility requirements on a hire date then on the next hire date the employee may be eligible to receive payment in accordance with the schedule as illustrated below:

Date: 10/01/80

Employee has 93 shifts on books (ineligible because of less than 96 shifts on books).

Date: 10/01/81

Employee now has 103 shifts on books (employee has earned 12 additional shifts, $93 + 12 = 105$, but has used 2 shifts, $105 - 2 = 103$). Therefore, employee is eligible to receive payment as follows: $103 - 96 = 7$ shifts at 50% of base hourly rate and the employee's sick leave reverts to 96 shifts.

9. Compensation received in accordance with this Article shall be by separate check on the pay period following the employee's hire date. IRS deductions shall be made in accordance with W-2 on file.

10. Compensation upon separation from County employment for unused sick leave:

a. All eligible employees who work a 24-hour shift shall receive, upon separation:

- (1) After ten (10) years and up through twenty (20) years of service with the Clark County Fire Department, payment for one-half ($\frac{1}{2}$) of all unused sick leave up to a maximum of 2400 hours.

EXAMPLE:

$$2400 \times .5 = 1200$$

$$1200 \times \text{hourly rate} = \text{maximum payoff}$$

- (2) Effective July 1, 1994, from the 21st year of service payment will be increased by an additional two and one half percent ($2\frac{1}{2}\%$) for each additional year of consecutive service to a maximum of 75% of all unused sick leave up to a maximum of 2400 hours.

EXAMPLE:

$$25 \text{ years of service} = \text{an additional } 12.5\% \text{ sick leave credit}$$

$$2400 \times 62.5\% = 1500$$

$$1500 \times \text{hourly rate} = \text{maximum payoff}$$

- (3) Effective July 1, 1995, from the 21st year of service, payment shall be increased by an additional five percent (5%) for each additional year of consecutive service to a maximum of 100% of all unused sick leave up to a maximum of 2400 hours.

EXAMPLE:

$$25 \text{ years of service} = \text{an additional } 25\% \text{ sick leave credit}$$

$$2400 \times 75\% = 1800$$

$$1800 \times \text{hourly rate} = \text{maximum payoff}$$

b. All eligible employees who work an 8-hour shift (40-hour week) shall receive, upon separation:

- (1) After ten (10) and up through twenty (20) years of service with the Clark County Fire Department, payment for one-half ($\frac{1}{2}$) of all unused sick leave up to a maximum of 800 hours.

EXAMPLE:

$$800 \times .5 = 400$$

$$400 \times \text{hourly rate} = \text{maximum payoff}$$

- (2) Effective July 1, 1994, from the 21st year of service payment shall

be increased by an additional two and one half percent (2 ½%) for each additional year of consecutive service to a maximum of 75% of all unused sick leave up to a maximum of 800 hours.

EXAMPLE:

25 years of service = an additional 12.5% sick leave credit

$800 \times 62.5\% = 500$

500 x hourly rate = maximum payoff

- (3) Effective July 1, 1995, from the 21st year of service, payment shall be increased by an additional five percent (5%) for each additional year of consecutive service to a maximum of 100% of all unused sick leave up to a maximum of 800 hours.

EXAMPLE:

25 years of service = an additional 25% sick leave credit

$800 \times 75\% = 600$

600 x hourly rate = maximum payoff

Note: Except when the employee was previously converted from a 24-hour position to that of an 8-hour position. In those instances, the provision listed in Article 40, Paragraph 2, Subsection 2 shall apply.

- c. All eligible employees who work a 10-hour shift (40-hour week) shall receive, upon separation:

- (1) After ten (10) years and up through twenty (20) years of service with the Clark County Fire Department, payment for one-half (½) of all unused sick leave up to a maximum of 1000 hours.

EXAMPLE:

$1000 \times .5 = 500$

500 x hourly rate = maximum payoff

- (2) Effective July 1, 1994, from the 21st year of service payment will be increased by an additional two and one half percent (2 ½%) for each additional year of consecutive service to a maximum of 75% of all unused sick leave up to a maximum of 1000 hours.

EXAMPLE:

25 years of service = an additional 12.5% sick leave credit

$1000 \times 62.5\% = 625$

625 x hourly rate = maximum payoff

- (3) Effective July 1, 1995, from the 21st year of service, payment shall be increased by an additional five percent (5%) for each additional

year of consecutive service to a maximum of 100% of all unused sick leave up to a maximum of 1000 hours.

EXAMPLE:

25 years of service = an additional 25% sick leave credit

1000 x 75% = 750

750 x hourly rate = maximum payoff

Note: Except when the employee was previously converted from a 24-hour position to that of a 10-hour position. In those instances, the provision listed in Article 40, Paragraph 2, Subsection 2 shall apply.

- d. Effective January 1, 1999, upon on-the-job injury or illness resulting in death or permanent disability necessitating a disability retirement, an employee, estate or spouse shall receive payment for all unused sick leave at the employee's rate of pay on the last shift worked regardless of length of service. The benefits provided herein are to be available only in those situations where a workers' compensation claim has been accepted.
 - e. Upon separation, an eligible employee shall receive payoff for those hours in excess of 96 shifts based on the established scale as determined by the number of sick leave shifts used during the 12-month period immediately preceding the date of separation. No compensation is available for sick leave in the reserve account provided in Section 6b of this Article.
 - f. Whenever an employee donates leave time to the Catastrophic Leave Program established by Rule and Regulation, the County shall match the amount of time donated up to 3000 hours. Once the maximum County contribution of 3000 hours is achieved, as hours are used, the County shall continue to match hour-for-hour donations to maintain the County's 3000 maximum contribution level. The time used by an employee shall be drawn equally from time donated by employees and by the County.
- 11. Compensation received for any benefit provided in the Article shall be made based upon the employee's base hourly rate and shall be included in "gross pay" for determining longevity compensation as provided in Article 18 of this contract.
 - 12. For purposes of this Article, "work shifts" or "sick leave shifts" are defined to consist of a 24-hour period, 10-hour period or an 8-hour period depending on the employee's normal work assignment as determined by the Fire Chief.
 - 13. Upon becoming eligible under this Article, in the event an employee has sick leave accumulation in excess of 96 shifts he/she shall receive compensation for those excess shifts based on his previous anniversary dates.

ARTICLE 17 Insurance

1. Effective the first Tuesday of each month, ~~beginning July 2006,~~ the County shall pay to IAFF, Local 1908, ~~\$867.00 per~~ **a monthly contribution for each** covered bargaining unit ~~person~~ **employee** monthly for health insurance (to include hospitalization, major medical, dental, life and disability).
2. ~~Effective the first Tuesday in July 2007, the County shall pay to IAFF, Local 1908, \$945.00 per month for all covered bargaining unit employees for health insurance as defined in Section 1 above.~~
3. ~~Effective the first Tuesday in July 2008, the County shall pay to IAFF, Local 1908, \$1,030.00 per month for all covered bargaining unit employees for health insurance as defined in Section 1 above.~~
- ~~4~~**2**. Effective **upon the signing of this agreement and continuing until a new rate is negotiated and agreed upon** ~~the first Tuesday in July 2009,~~ the County shall pay to IAFF, Local 1908, ~~\$1,123.00~~ **\$1,040.00** per month for all covered bargaining unit employees for health insurance as defined in Section 1 above.
- ~~5~~**3**. The monthly contribution shall only go to provide health insurance for all employees in the bargaining unit who are in pay status. The County retains the right to audit any books or financial statements between the Union and the insurance carrier(s) and/or trust administrator(s). The Union agrees that it shall provide the County, within 48 hours, copies of all written correspondence between the Union and insurance carrier(s) or trust administrator(s).
- ~~6~~**4**. The County agrees to deduct from the paychecks of each employee in the bargaining unit, who has signed the proper payroll deduction card, the amount that the employee designates to cover any dependent coverage in excess of the amounts in the paragraphs above. In those instances when an employee has received dependent medical coverage, but has not paid for such coverage or had the amount deducted from his/her check, the County and Union agree to deduct from that employee's paycheck an amount equal to that owed for retroactive dependent medical coverage.
- ~~7~~**5**. The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, judgments, or grievances brought or issued against the County as a result of any action taken or not taken by the County or the Union with respect to health insurance outside those specific requirements set forth above. The Union also agrees to hold the County harmless for any and all insurance claims arising during the lifetime of their insurance contract should the Union desire to be part of the County Insurance Group.

ARTICLE 18

Longevity Pay

1. An employee covered by this Agreement hired prior to January 1, 2011, who has completed five (5) full years of service with the County shall be entitled to a lump sum longevity pay equal to 2.85% of his/her previous twelve (12) months' gross salary computed as of the anniversary date of the employee and payable on the payday for the pay period in which the employee's anniversary date falls. Any employee hired after December 31, 2010, who has completed eight (8) full years of service with the County shall be entitled to a lump sum longevity pay equal to 4.56% of his/her previous twelve (12) months' base salary computed as of the anniversary date of the employee and payable on the payday for the pay period in which the employee's anniversary date falls.
2. Longevity pay for eligible employees hired prior to January 1, 2010, shall be paid beginning after the 5th year, at the rate of .57 of one percent (1%) per year, for each year of creditable employment, based upon the employee's gross salary. Gross salary is defined all wages earned excluding longevity pay. Longevity pay for employees hired after December 31, 2010, shall be paid beginning after the 8th year, at the rate of .57 of one percent (1%) per year, for each year of creditable employment, based upon the employee's base salary. Base salary is defined as the annual salary shown in Appendix C.
3. Longevity payments shall be paid bi-weekly ~~on an employee's gross salary.~~

ARTICLE 19

Retirement

1. The County agrees to pay the employee's portion of the retirement contribution under the Employer-Pay Contribution Plan in the manner provided for by NRS 286, and such other standard contributions as may be provided by the Public Employees Retirement Act. Any increase in the percentage rate of the retirement contributions to the Public Employees Retirement Fund shall be borne equally by the County and the employee in the manner provided for by NRS 286.421.
2. Any additional costs borne by the employee ~~will~~ shall be defined on his/her paycheck advice.

ARTICLE 20

Remote or Travel Pay

1. Effective July 1, 1998, Fire Fighters, Engineers, Fire Inspectors, and Captains who are permanently assigned to either of the Laughlin Fire Stations, the Fire

Station in Jean, or any Fire Station located more than 25 miles from Fire Station 18 shall receive additional compensation for this remote assignment. Their classification listed in Appendix A shall be identified as remote L for Laughlin assignments, and remote J for Jean assignments. Their compensation listed in the salary appendices shall reflect this permanent remote assignment. This pay becomes part of the employee's base salary, and shall therefore increase annually as employees receive cost of living adjustments.

2. Travel Pay:

- a. Effective July 1, 1998, to compensate those employees who are temporarily assigned to fire stations that are more than 25 miles from Station 18, travel pay shall be paid. Employees shall receive the difference in travel pay from their current residence to Station 18 and from their residence to the temporarily assigned Fire Station.

EXAMPLE:

Residence to Laughlin = 158 miles

Residence to Station 18 = 50 miles

108 miles x 2 = 216 miles per shift travel pay

- b. Personnel who report to their regularly assigned duty station and then are transferred to another station shall either be transported or shall receive the most current NRS rate per mile. The "On Duty" Battalion Chief shall submit a travel voucher each shift for any personnel eligible for travel reimbursement.
- c. Employees eligible for travel pay as identified in Sections 2a, 2b shall receive such compensation in a separate check by the first Friday of February, April, June, August, October, and December.

ARTICLE 21

Service Connected Disability

1. All employees covered by this agreement who have been employed by the County for a continuous period of eight (8) weeks or longer, or an employee graduated from the Clark County Fire Academy, and who has been absent from work due to an on-the-job injury approved pursuant to NRS Chapter 616 or 617 shall be paid for a period not to exceed 60 shifts from the date of injury, compensation equal to the difference between his/her salary at the time of the injury and any lost time or salary continuance benefit as provided by NRS Chapter 616 or 617. During this 60-shift period, the employee shall not be charged any accrued sick leave.

2. At the expiration of the 60-shift period referred to in Section 1 above, if the employee is still unable to work, he/she may elect to utilize accrued sick leave, including employees sick leave bank or accrued annual leave for such absence.

The Union and the County shall meet to discuss the requirements that need to be met and the contents of the Functional Capacity Evaluation prior to sending an employee for the evaluation. Such content shall be directly related to the employees job description.

ARTICLE 22

Payment of Tuition Fees

1. The County shall prepay for all required courses necessary to obtain an Associate Degree, Bachelor's Degree, and/or Masters Degree in Fire Science, Criminal Justice, Public Administration, and Fire Administration. An employee may take courses either through The University of Nevada system, or through a correspondence program at a regionally accredited university. The County shall prepay these courses based on the actual cost per credit charged at the college or university at which the employee is taking classes.
2. Any and all electives must receive prior approval by the Fire Chief.
3. Conditions for payment of tuition fees:
 - a. If the employee fails to maintain a "C" average or better for each course taken, he/she shall be required to reimburse the County for all funds advanced.
 - b. If the employee fails to complete the course, resigns from County service before completion of the course, or is terminated for any reason prior to completion of the course, he/she is required to reimburse the County.
 - c. If the employee resigns before he/she has completed one (1) year of service following successful completion of a course, and the County has already reimbursed the educational institution for tuition fees, the amount of the tuition fees which the County has paid shall be withheld from the employee's final payroll check from the County.
 - d. In order that the Fire Chief may make an overall determination of the status of the degree as well as the grade average requirement, each participating employee is required to provide a transcript of grade record to the Clark County Human Resources Director upon completion of a course for posting in his/her personnel file.
 - e. If an employee fails to provide a transcript of grade records to the Clark County Human Resources Director within sixty (60) calendar days of completion of a course, reimbursement fees shall automatically be

withheld from the employee's payroll check regardless of grade, without recourse.

4. The County shall prepay the costs required to obtain or maintain Paramedic certification for Fire Suppression, Fire Investigation, and Training Division personnel. An employee required by the Fire Department to attend Paramedic recertification courses while off duty, shall be paid the overtime rate for these off duty hours in training.
5. The County shall pre-pay the cost required to obtain or maintain required certifications for all employees covered by this agreement. The County shall pre-pay all costs relating to required certifications including the costs of applications and other fees. Any employee required by the Fire Department to attend certification or recertification courses while off duty, shall be paid the overtime rate for off duty hours in training.
6. The County shall prepay the costs required to obtain Police Officer Standard Training (POST) certification and recertification for employees assigned to the Fire Investigation Division and authorized by the Fire Chief to attend.
7. Employees shall be reimbursed by the County for those educational courses, seminars and training programs approved at the sole discretion of the Fire Chief pursuant to the following:
 - a. The educational course, seminar or training program must be directly related to improving the employee's proficiency in performing the assigned duties of his/her current position with the CCFD, and not available through the Clark County Fire Department Training Division.
 - b. Prior to the employee's enrollment in any educational course, seminar, or training program for which reimbursement is sought, the employee shall submit information to the Fire Chief concerning the location, dates, costs, content of the educational course, seminar or training program including a written justification for the course, seminar, or training program.
 - c. Unless approved otherwise by the Fire Chief, or his/her designee, such educational courses, seminars or training programs shall be taken on the employee's own time.
 - d. Costs that are paid by any other institution, scholarship or grant-in-aid shall not be reimbursed under the provisions of this Article.
 - e. Reimbursable expenses shall be restricted to educational course, seminar, or training program fees. Any additional expenses such as meals, lodging and transportation expenses shall be paid for in accordance with the County's travel policy.

- f. Reimbursement shall be effected upon:
 - i. Presentation of evidence to substantiate fees and expenses claimed; and
 - ii. Proof of satisfactory completion of the educational course, seminar, or training program. This shall include official evidence of the grade received, unless the educational course, seminar, or training program has no grade, in which case a certificate of completion or other evidence of attendance shall be required. A photocopy of the grade document or certificate shall be considered as official evidence.
- g. If the department requires a particular educational course, seminar, or training program, the County shall prepay the transportation expenses, required cost of the educational course, seminar, or training program and shall reimburse the employee for lodging and meals.
- 8. Any employee required by the Fire Department to attend an educational course, seminar, or training program while off duty, shall be paid the overtime rate for off duty hours in training.

ARTICLE 23

Grievance and Arbitration Procedures

- 1. A grievance is defined as a filed dispute between an employee and/or the Union and the County over the interpretation and/or application of the express terms of this Agreement. A grievance shall not be defined to include any matter or action taken by the County or its representatives for which relief is provided under the statutes of the State of Nevada or any matter specifically excluded from the grievance and arbitration procedures by other provisions of this Agreement.
- 2. Discipline subject to this disciplinary procedure is defined as an employee's oral reprimand, written reprimand, suspension, demotion, or involuntary termination from County service, carried out in accordance with the guidelines that are established in the Clark County Fire Department (CCFD) Rules and Regulations. Oral reprimands are not subject to the appeal procedures as outlined in this article, however the employee may include rebuttal comments on the Employee Interview Sheet (EIS). Such rebuttal comments must be restricted to the specific reprimand in question.
- 3. Disputes specifically excluded in this Article or other Articles of this Agreement

from either the grievance and arbitration procedure or the disciplinary procedure shall not be construed as in the purview of this Article.

4. Mutual agreement of the parties is required, in writing, in order to extend any of the time limits in the grievance and arbitration procedures outlined in this Article. A disciplinary appeal or grievance shall be considered abandoned if not filed and processed by the employee, or Union on behalf of the employee, where indicated in accordance with the time limitations. Failure on the part of the County to respond to a disciplinary appeal or grievance in accordance with the time limits set forth in this Agreement shall result in the matter advancing to the next step of the procedure.
5. For the purpose of addressing disciplinary appeals and resolving grievances at the earliest possible point in time, both parties will make full disclosure of the facts and evidence which bear on the matter at hand, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. Both parties agree to share such facts and evidence at least one (1) working day prior to a Step 1 or Step 2 hearing, and at least three (3) working days prior to a Step 2 or Step 3 Arbitration. An Arbitrator shall not consider any evidence from a party who willfully failed to produce such evidence in support of his/her position, as outlined in this paragraph.
6. A working day, as referred to in this Article, is defined as Monday through Friday, 8:00 AM until 5:00 PM, excluding Saturday, Sunday, and holidays.
7. **Discipline**

The proceedings for written reprimands, suspensions, demotions and involuntary terminations of this Article shall consider the incident and the discipline in terms of severity of the action, evidence of progressive discipline and appropriateness of the disciplinary action. Progressive discipline is defined to include an employees' oral reprimand, written reprimand, and thereafter more severe disciplinary action. The Union recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations or policies of the County or its operating departments. The decision to uphold the disciplinary action shall be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee.

All written reprimands, suspensions, demotions and involuntary termination appeals of employees covered by this Agreement shall be handled solely in accordance with the procedure set forth in this Article and CCFD Rules and Regulations, with the decision of the internal panel or Arbitrator being final and binding on the parties.

- A. No employee who has satisfactorily completed probation may be given an oral reprimand, written reprimand, suspended, demoted or terminated without just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leaves, and violation of established departmental work rules or procedures.
- B. Supervisors and/or **Fire Department** management ~~representatives~~ shall be required to provide a union representative any time there is reason to believe that disciplinary action equal to or greater than an oral reprimand will result from any meeting between an employee and his/her supervisor/ **and/or Fire Department** management ~~representative~~. Any time an employee believes he/she is going to receive discipline as a result of a meeting with his supervisor/ **and/or Fire Department** management ~~representative~~, he/she may request to have a union representative present. The meeting shall be postponed for a time period not to exceed twenty-four (24) hours until such time a union representative is available.
- C. Upon written request of the employee to the Human Resources Director, the employee shall have the right to review items in his/her personnel file and provide rebuttal comments to be attached to original documents where the employee believes appropriate. Such rebuttal comments must be restricted to the document in question.
- D. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee's attorney or union representative may obtain data that are necessary from the personnel file of the employee, subject to the discipline, in preparation for the Step 1 hearing or Step 2 arbitration.
- E. New hire employees during their probationary period are not covered under the contract disciplinary procedure for disciplinary issues. However, during any termination notification process for a new hire employee, a union representative shall be present as a witness.
- F. Whenever an incident takes place that may result in disciplinary action, which may include a written reprimand, suspension, demotion or termination, a Joint Investigative Team (JIT) comprised of Fire Department management ~~representative(s)~~ **employee(s)** and an officer(s) of the Union shall convene to investigate the incident. During their investigation, the team shall interview all parties involved, and analyze the facts of the incident. When an employee is investigated, he/she shall be provided with a Union representative, and advised of the purpose, time, date, and site of the interview. Upon the conclusion of this process, which must be completed within thirty (30) calendar days, the team shall present its finding(s) to the Fire Chief for his/her decision. **An incident already**

reviewed by the Incident Information Advisory Team (IIAT) as outlined in Rule and Regulation 2.14, shall not be eligible for further evaluation by the JIT. The IIAT process shall include notice to the employee, by a supervisor or a Fire Department management employee, of his/her right to Union representation during the IIAT investigation.

- G. A full time permanent employee who receives an oral reprimand, written reprimand or is recommended for suspension, demotion or termination from County service shall be given a written statement, documented on an Employee Interview Sheet (EIS), setting forth the charges upon which the proposed oral reprimand, written reprimand, suspension, demotion or termination is based. The statement shall include an identification of the specific charges against the employee and an explanation of the evidence to include: 1) Specific action or inaction by the employee that led to the proposed disciplinary action; 2) Specific citation to the rule, regulation, procedure, or other Departmental or County rule, regulation or procedure that has been violated; 3) Previous related disciplinary action that the employee has received; 4) Mandatory corrective measures if applicable. The EIS shall provide the opportunity for the employee to respond with written rebuttal to the charges.

H. **Written Reprimands**

Written reprimands are not subject to the full appeals process provided for suspensions, demotions, or terminations. An employee may choose to have his/her written reprimand reviewed at a hearing conducted by an internal panel in accordance with CCFD Rules and Regulations. At such time, the employee shall have five (5) working days from notification, not including the day of its receipt, to ask the Fire Chief that the panel be convened. The panel, which shall be composed of two (2) employees, one selected by the employee, the other by the Fire Chief, shall meet within ten (10) working days of receiving the request. The employee requesting the panel's review shall be given at least three (3) working days notice of the time and place for the hearing. The panel shall determine if the written reprimand is appropriate, and whether it should be upheld, overturned or modified. The decision must be rendered within two (2) working days of holding the hearing. The decision of the panel is final and binding on the parties. In the event that the panel does not reach consensus, then the written reprimand stands.

I. **Suspensions, Demotions or Terminations**

1) **Step 1 – Fire Chief Hearing and Response**

- a. An employee, who is recommended for termination, may be

suspended with or without pay in an administrative leave pay status pending the Fire Chief hearing or arbitration.

- b. The employee, or the Union on behalf of the employee, who has been recommended for suspension, demotion or termination shall have five (5) working days, not including the day of receipt of the notice recommending suspension, demotion or termination, to request a hearing in writing of the Fire Chief, with a copy to the Human Resources Director. The Fire Chief may select up to two (2) **Fire Department** management ~~representatives~~ **employees** to attend the hearing. The Fire Chief, or his/her designee, shall hear the case. If desired by the employee, up to two (2) representatives of the employee's choice may attend the hearing. At no time shall the total number of attendees at the hearing exceed six (6) individuals unless mutually agreed to by the parties at least one (1) day in advance of the hearing.
 - c. The employee who has made a timely request for a Fire Chief hearing in writing shall be given at least three (3) days notice prior to the hearing which must be held within ten (10) working days of the employee's request. The notice shall include the time and location of the hearing. Failure on the part of the employee to request in writing or to appear at the scheduled hearing shall serve as a waiver of the procedure. The hearing shall not follow formal rules of evidence and shall be conducted in an informal manner. Upon request of either the employee, the Union on the employee's behalf, or the County, the hearing shall be taped with both parties receiving copies. The Fire Chief or designee shall conduct the hearing. The **Fire Department** management ~~representative~~ **employee** shall read the discipline notice to the employee. The employee or his/her representative may then respond to all specified charges.
 - d. The Fire Chief or designee shall render a decision in writing within two (2) working days of the close of the hearing to the employee, the Union or the employee's representative, and the Human Resources Director. The decision shall include a statement as to the reasons the suspension, demotion or termination was or was not imposed, or amended.
- 2) Step 2 – Arbitration
- a. Suspensions, Demotions and Involuntary Terminations shall be appealed to an Arbitrator. It shall not include matters for which the Nevada Equal Rights Commission has jurisdiction.

- b. If the Step 1 decision is unacceptable, the employee or the Union, on behalf of an employee, may make a written request for arbitration to the Human Resources Director within five (5) working days of receipt of the decision.

8. **Contract Interpretation**

A. **Conflict/Dispute Resolution**

Prior to a grievance being filed by the employee and/or the Union, the Informal Conflict/Dispute Resolution Process/Flowchart and the timelines contained therein, as specified in the Department's Rules and Regulations, shall be followed. The timelines provided for in Step 1 below shall be suspended until the Informal Conflict/Dispute Resolution Process is complete. **If the Fire Chief makes a written determination based on the Conflict/Dispute Resolution Process findings and a grievance is filed, the Step 1 Fire Chief meeting and response, as detailed below, shall be by-passed and moved directly to Step 2.**

B. Step 1 – Fire Chief Meeting and Response

1. An employee, or the Union on behalf of an employee, who believes that he/she has a grievance relating to the interpretation and application of the express terms of the Agreement shall reduce the grievance to writing and submit it to the Fire Chief within ten (10) working days after the affected employee first knew or should have known of the contract violation. The grievance shall state the violation and cite the Article and Section and shall state the requested remedy.
2. The Fire Chief or his/her designee shall, within ten (10) working days of receipt, meet with the Union and the affected employee to try to resolve the problem.
3. If the problem is not resolved at the hearing, the Fire Chief or his/her designee shall have five (5) working days from the date of the hearing to respond to the grievance.

C. Step 2 - County Manager Meeting and Response

1. If the grievance is not settled in Step 1, the aggrieved employee, or the Union on behalf of an employee, may, within five (5) working days of the receipt of the Fire Chief's decision, file the grievance with the Human Resources Director as representative of the County Manager.

2. The County Manager or his/her designee shall have ten (10) working days to meet with the affected employee and the Union prior to responding in writing. The County Manager, or designee, shall have five (5) working days from the date of the meeting to respond to the grievance giving his/her decision.

D. Step 3 – Arbitration

If the Step 2 decision is unacceptable, the employee or the Union, on behalf of an employee, may make a written request for arbitration to the Human Resources Director within five (5) working days of receipt of the decision.

9. **Arbitration**

- A. At the signing of this Agreement, both parties shall select fifteen (15) arbitrators certified by the American Arbitration Association (AAA). Each party shall then strike five (5) arbitrators of their choosing from the opposite parties list of fifteen (15). The final selection of the permanent panel shall be accomplished by the Union first and the County next, each striking one (1) name from the list in turn until only eight (8) names remain.
- B. Once the permanent panel of eight (8) has been created, the arbitrators shall be placed in alphabetical order, to be used in a rotating order for both disciplinary and grievance arbitrations.
- C. In order to remain on the permanent panel, the arbitrators shall agree to conduct an arbitration within sixty (60) days of the request for arbitration.
- D. On the occasion that an arbitrator on the list is not able to meet this timeline for an individual arbitration, the next arbitrator on the list shall be utilized. The arbitrator who is unable to meet the timeline shall not be used again until that arbitrator's name returns to the top of the list by alphabetical rotation. If an individual arbitrator is unable to meet this time line a second time, that arbitrator shall be removed from the permanent panel.
- E. In the event that any arbitrator is removed from the permanent panel, the parties shall jointly request that AAA furnish a list of five (5) arbitrators. The selection of the replacement arbitrator shall occur in the same manner as outlined above until one (1) name remains.
- F. Only one (1) disciplinary dispute or contract interpretation dispute may be decided by the arbitrator at any hearing; however, the parties may mutually agree to waive this requirement. It shall be the arbitrator's sole

determination to consolidate the issue(s) into one arbitration. The arbitrator shall, within a reasonable period of time prior to the arbitration date, inform both parties of his/her decision regarding consolidation.

- G. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this agreement. The arbitrator, in the absence of expressed written agreement of the parties to this agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this article. The arbitrator shall consider and decide only the particular issues presented by the Union and the County, and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this agreement. All settlements or awards shall be issued by the arbitrator.
- H. The arbitrator's decision shall be final and binding on all parties to this agreement as long as the arbitrator does not exceed his/her authority set forth as outlined in the arbitration section of this article, and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, the Nevada Revised Statutes.
- I. The expenses of arbitration, including the arbitrator's fee/costs/expenses, shall be borne by the losing party as decided by the arbitrator. Expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.
- J. Subject to the provisions of this article, the arbitrator shall not have the authority to excuse a failure by the employee, the Union or the County to comply with the time limitations set forth above unless mutually agreed by both parties.
- K. If the parties disagree ~~about the arbitrability of an~~ whether the issue is arbitrable, the arbitrator shall decide this issue prior to deciding the merits of a case.

ARTICLE 24

Department Rules and Regulations/Standard Operating Procedures

- 1. The parties to this Agreement hereby recognize the existence of the negotiable and non-negotiable Rules and Regulations of the Clark County Fire Department to which all employees covered by this Agreement are bound.
- 2. New negotiable Rules and Regulations, or changes to the existing negotiable Rules and Regulations, shall require agreement between the Union and the Fire

Chief, and shall only become effective upon ratification by the members of Local 1908 and approval by the Board of County Commissioners.

3. The parties further recognize that the matters covered by the Department Rules and Regulations include subject matter, which is subject and not subject to mandatory bargaining under the provisions of NRS 288. The parties also recognize that non-negotiable Rules and Regulations are subject to change by the Fire Chief or his/her designee, and that such changes become effective upon approval by the Board of County Commissioners of Clark County.
4. Notwithstanding the provisions of Section 3 above, the County and the Union agree to abide by the Workplace SOP, and Rule and Regulation procedures (Appendix G & H) of this Collective Bargaining Agreement.
5. Any dispute arising between the parties concerning any proposed or implemented modification of the Department's negotiable Rules and Regulations shall be subject to the provisions of Article 23, Grievance and Arbitration Procedure.
6. Any proposed change of the Rules and Regulations, which relates to a mandatory subject of bargaining under NRS 288, is subject to negotiation between the parties in accordance with the procedures of NRS 288. Any dispute arising between the parties concerning any proposed or implemented modification of a non-negotiable Rule and Regulation shall be resolved through the EMRB process in accordance with NRS 288.
7. The parties recognize that the Rules and Regulations are general in nature and are not all-inclusive. A negative inference is not to be drawn from the absence of a rule hereunder.

ARTICLE 25

Vacation

1. No employee of the Fire Department shall be entitled to take a vacation until after one (1) full year of employment.
 - a. All employees assigned a 56-hour workweek during their first, second, third, fourth and fifth years of employment with the County shall accrue vacation benefits at the rate of eight (8) shifts per year.
 - b. All employees assigned a 56-hour workweek during their sixth, seventh, eighth and ninth years of employment with the County shall accrue vacation benefits at the rate of ten (10) shifts per year.
 - c. All employees assigned a 56-hour workweek after ten (10) years of employment with the County shall accrue vacation benefits at the rate of twelve (12) shifts per year.

- d. All employees assigned a 56-hour workweek after fifteen (15) years of employment with the County shall accrue vacation benefits at the rate of fifteen (15) shifts per year.
 - e. All employees assigned a 40-hour workweek during their first through tenth years of employment with the County shall accrue vacation benefits at the rate of 120 hours per year.
 - f. All employees assigned a 40-hour workweek after ten (10) years of employment with the County shall accrue vacation benefits at the rate of 162 hours per year.
 - g. All employees assigned a 40-hour workweek after fifteen (15) years of employment with the County shall accrue vacation benefits at the rate of 180 hours per year.
 - h. All new hire employees assigned a 56-hour workweek upon completion of their probationary period (12 months) shall be credited with eight (8) shifts vacation.
2. For 56-hour workweek employees not more than 720 hours of unused vacation credits may be carried over from one year to the next.
- a. For 8-hour employees not more than 240 hours of unused vacation credits may be carried over from one calendar year to the next.
 - b. For 10-hour employees not more than 300 hours of unused vacation credits may be carried over from one calendar year to the next.
 - c. All unused vacation credits in excess of 240 hours for 8-hour employees, 300 hours for 10-hour employees, and 720 hours for 56-hour workweek employees, which remain at the end of a calendar year (December 31) shall be forfeited without payment to the employee.
- All unused vacation credits, which have not been forfeited under Section 2c, shall be paid to an employee at the time of his/her termination.
3. All vacation leave for 40-hour workweek employees shall be paid at the employee's straight time hourly wage rate.
4. All vacation leave for 56-hour workweek employees shall be paid at the employee's straight time hourly rate per shift.
5. Employees may indicate their preference for vacation periods, but vacations shall be scheduled at the discretion of the Fire Chief or his/her designee.
6. Vacation selection procedure:

- a. Vacation selection procedure shall be on a battalion basis, utilizing the in-grade seniority bid system.
- b. Anyone electing to split a vacation, after making his/her first selection, must wait until all eligible battalion members have made their first choice before making his/her second selection.
- c. The Battalion Chief may grant an emergency vacation or a third split vacation, manpower permitting.

7. Vacation Selection Guidelines:

The County and Union shall meet annually in November to review vacation selection guidelines and mutually agree to any changes that may be required by an increase in staffing levels, realignment of employees, new or additional equipment and new or re-aligned battalions.

For Fire Suppression, the following guidelines shall be utilized in determining vacation schedules:

Battalion 2 - A maximum of two (2) Captains, three (3) Engineers and four (4) Fire Fighters may be allowed off on vacation at any one time.

Battalion 3 - A maximum of two (2) Captains, three (3) Engineers and four (4) Fire Fighters may be allowed off on vacation at any one time.

Battalion 6 - A maximum of one (1) Captain, two (2) Engineers, and three (3) Fire Fighters may be allowed off on vacation at any one time.

Laughlin - A maximum of one (1) Captain, one (1) Engineer and two (2) Fire Fighters may be allowed off on vacation at any one time.

Airport - A maximum of one (1) Captain, two (2) Engineers and one (1) Fire Fighter may be allowed off on vacation at any one time.

HAZ-MAT - A maximum of one (1) Captain, one (1) Engineer and one (1) Fire Fighter may be allowed off on vacation at any one time.

Technical Rescue (currently station 21 - Urban Area) - a maximum of one (1) Captain, one (1) Engineer and one (1) Fire Fighter may be allowed off on vacation at any one time.

Fire Prevention Bureau - A maximum of one (1) Deputy Fire Marshal, and five (5) Fire Prevention employees may be allowed off on vacation at any one time.

Fire Investigations - a maximum of one (1) Fire Investigator per platoon may be allowed off on vacation at any one time.

General Guidelines:

Scheduled Vacations

Battalions 2, 3 & 6 - If no Captain is scheduled for vacation, one (1) Engineer shall be allowed to fill one (1) Captain's slot. However, if one (1) Captain is scheduled for vacation, the second slot shall remain open.

If no Engineer is on vacation, one (1) additional Fire Fighter shall be allowed to take vacation. However, if one (1) Engineer is on vacation, the second Engineer slot shall remain open.

If no Engineers are on vacation, two (2) Fire Fighters shall be allowed off.

Unscheduled Vacations

After the scheduled vacation selection procedures have been followed, the slots remaining open shall be made available on a first come, first selected basis. In the event a member cancels their scheduled vacation, the slot shall be considered open and shall be filled. All requests for unscheduled vacation must be in writing to the respective Battalion Chief or appropriate supervisor (e-mail) at least twenty-four (24) hours prior to date of vacation.

8. Partial vacations: If slots are available, either from an unfilled or canceled vacation slot, an employee may request a partial vacation shift of at least one (1) hour. This documented request must be made at least twenty-four (24) hours prior to the beginning of the scheduled work shift in which the partial vacation is requested, to the respective Battalion Chief, and the employee must receive the Battalion Chief's documented approval prior to the use of this vacation leave. If the partial vacation request requires that a callback be made, the partial vacation shift taken by the employee must be for a minimum of four (4) hours. The remaining partial vacation hours from a partially used vacation slot shall be granted to other employees upon documented request to, and documented approval by the respective Battalion Chief providing they don't exceed the total hours allocated for the available vacation slot.

Vacation Sell Back

1. On December 1st of each calendar year, employees may elect to sell back to the County a maximum of five (5) shifts of accrued vacation. To be eligible for this benefit, the employee must have used five (5) shifts of vacation leave during the calendar year, and the employees accrued vacation leave balance shall be ten (10) shifts or more at the time of the sell back request. Payment shall be made in January, taxed at the current supplemental rate. The vacation sell back shall be calculated at the eligible employee's current rate of pay at the time of the

payment.

2. In order to adequately maintain recognized department manning of equipment due to absenteeism or in order to meet mandated departmental responsibilities outlined in Article 4, Battalion Chiefs, as authorized by the Chief, have ultimate responsibilities for maintaining sufficient daily manpower. Therefore, they have the authority to decrease the number of individuals allowed on vacation in order to ensure sufficient staffing in Fire Suppression to be able to carry out that unit's mission.

ARTICLE 26

Recall of Employees for Alarms and Emergencies

1. Employees called back to duty for alarm or emergencies shall report as quickly as possible.
2. The Clark County Fire Department shall keep a list of employees available for alarm or emergency extra duty. In the event that an emergency occurs which requires additional personnel other than those currently on shift, the Fire Department shall utilize the list of volunteers contained in the previously described list. In the event the Department cannot find, via a telephone call to the employee's home, volunteer personnel on the emergency list, those employees of the platoon on a scheduled break shall be called back first.
3. Employees recalled to duty in the event of an alarm or emergency shall be paid for actual hours worked, but in no event shall pay be less than four (4) hours at the overtime rate, except where the employee's regular shift starts within the four (4) hour period. In the latter case, the employee shall be paid at the overtime rate for the actual time worked prior to his/her regular shift.
4. A list of volunteers shall be posted quarterly on station bulletin boards.
5. Employees recalled to duty in accordance with the above provisions shall not be required to remain on duty once the reason for an alarm or emergency no longer exists and all equipment has been returned to the station, unless the shift of these employees has begun. In the latter case, the employees whose shift has been completed may be relieved from duty.

ARTICLE 27

Bonus Shifts

If an employee of the bargaining unit uses hours less than or equal to one (1) shift of sick leave in a year, he/she shall receive four (4) bonus shifts to be added to his/her vacation. If an employee of the bargaining unit uses hours greater than one (1) shift but a total number of hours less than or equal to five (5) shifts of sick leave in a year, he/she shall receive three (3) bonus shifts to be added to his/her vacation. The employee shall

request in writing his/her option to be paid in cash for one (1) or more shifts and has the option of taking part of his/her bonus shifts in cash and part as regular vacation shifts. Such request shall be honored subject to the needs of the department.

ARTICLE 28

Shift Operation

1. Any changes from the present method of shift operation (56-hour week, 24 hours on duty then 24 hours off duty) shall be subject matter for further bargaining.
2. Any changes from the present method of shift operation for Fire Prevention personnel (40-hour work week, 10-hour shifts) shall be subject matter for further bargaining.

ARTICLE 29

Shift and Duty Station Vacancies

1. The procedure for filling permanent vacancies shall be as follows:
 - a. Vacancies: Should a vacancy occur and a determination has been made to fill the vacancy, it shall be filled on an in-grade seniority bid system within the department. All bids shall be on a department wide basis. If no bids are received, the most junior in-grade employee in the department not holding a bid shall fill the vacancy.
 - b. The in-grade seniority system shall be based on Article 10, *Seniority*, and the following shall apply:
 - i. If a Fire Fighter, Engineer, or Captain vacates a bid position on an ALS engine or ALS truck and the engine or truck is already bid with a Paramedic (because of a Fire Fighter, Engineer or Captain with Paramedic certification) the most senior Fire Fighter, Engineer or Captain shall receive the bid regardless of EMS certification level.
 - ii. If a Fire Fighter, Engineer or Captain with a Paramedic certification vacates a bid position on an ALS engine or ALS truck, and the engine or truck does not have a bid Paramedic, the most senior Fire Fighter, Engineer, or Captain with Paramedic certification shall receive the bid.
 - iii. If a Fire Fighter or Engineer with EMT-I certification vacates a bid position on an ALS rescue, and the rescue is already bid with a Paramedic (because of a Fire Fighter or Engineer with Paramedic certification) the most senior Fire Fighter or

Engineer with EMT-I or Paramedic certification shall receive the bid.

- iv. If a Fire Fighter or Engineer with Paramedic certification vacates a bid position on an ALS rescue, and the rescue does not have a bid Fire Fighter or Engineer with Paramedic certification, the most senior Fire Fighter or Engineer with Paramedic certification shall receive the bid.
- v. If an ALS engine or ALS truck is left without a Paramedic bid at any rank, and there are no bid vacancies, there shall be a bid for an extra position for a Fire Fighter with Paramedic certification. Once this bid is complete, the junior non-Paramedic Fire Fighter shall rove, but only after extra, non-bid Fire Fighters are roved platoon wide from other stations and manpower is still short. If the junior non-Paramedic Fire Fighter must still rove, roving shall be on a seniority basis platoon wide.
- vi. Effective the date of the signing of this agreement a vacancy at any position on an ~~ILS engine or~~ ILS truck shall be bid at a minimum of EMT-I certification unless there is one EMT-I already assigned to the unit. ~~Effective one year from the date of the signing of the agreement, if~~ If an ~~ILS engine or~~ ILS truck is left without an EMT-I bid at any rank, and there are no bid vacancies, there shall be a bid for an extra position for a Fire Fighter with EMT- I certification. Once this bid is complete, the junior non-EMT- I Fire Fighter shall rove, but only after extra, non-bid Fire Fighters are roved platoon wide from other stations and manpower is still short. If the junior non-EMT- I Fire Fighter must still rove, roving shall be on a seniority basis platoon wide.
- vii. If an ~~ILS engine or~~ ILS truck is to be upgraded to ALS status, fire management shall give the Union at least a ninety (90)-calendar day notice of this change. At the time the ~~engine or~~ truck is upgraded to ALS status, if the ~~engine or~~ truck is not already staffed with someone who has a current Paramedic certification, **or there is not a current vacancy that could be filled by an employee holding a paramedic certification,** a position for Fire Fighter with Paramedic certification shall be bid and awarded. Once this bid is complete, the junior non-Paramedic Fire Fighter shall rove, but only after all extra, non-bid Fire Fighters are roved platoon wide from other stations and a manpower shortage still exists. If the junior non-Paramedic Fire Fighter must still rove, roving shall be on a seniority basis, platoon wide.

- viii. There are four (4) personnel to an engine, there are four (4) personnel to a truck and two (2) personnel to a rescue. However this four (4) personnel limit per engine or truck does not apply to the situations in Sections v, vi and vii. When a non-Paramedic Fire Fighter position is vacated in the situations identified in Sections v, vi and vii above, the position shall not be bid and the personnel level shall return to four (4) personnel for engines or trucks.
- ix. Except for situations in sections v, vi and vii above with station bids shall not rove. Fire management may only rove unbid personnel.
- x. Effective July 1, 2007, any new ~~ILS engine or~~ ILS truck shall reserve one (1) position for an employee with EMT-I certification. If an EMT-I bid is received from the most senior Captain or Engineer, the bid shall satisfy this requirement. If an EMT-I bid is not received from the most senior Captain or Engineer, one (1) position at Fire Fighter rank shall be awarded to the most senior Fire Fighter with EMT-I certification that has bid for that position. In the event that no bids are received from personnel that have EMT-I certification, the most junior in-grade un-bid employee in the department with the required certification shall be awarded the bid.
- xi. Effective July 1, 2007, any new ALS engine or ALS truck shall reserve one (1) position for an employee with Paramedic certification. If a Paramedic bid is received from the most senior Captain or Engineer, the bid shall satisfy this requirement. If a Paramedic bid is not received from the most senior Captain or Engineer, one (1) position at Fire Fighter rank shall be awarded to the most senior Fire Fighter with Paramedic certification that has bid for that position. In the event that no bids are received from personnel that have Paramedic certification, the most junior in-grade unbid employee in the department with the required certification shall be awarded the bid.
- xii. If a Fire Fighter, Engineer, or Captain with an EMT-I certification vacates a bid position on an ~~ILS engine or~~ ILS truck, and the ~~engine or~~ truck does not have a bid EMT-I, the most senior Fire Fighter, Engineer, or Captain with EMT-I certification shall receive the bid.
- xiii. Effective December 17, 2002, if a bid is awarded, at any rank, to an employee based on Paramedic certification needed to

maintain an ALS engine, ALS truck or ALS rescue, or to an employee based on EMT-I certification needed to maintain an ILS **ALS** engine, ILS truck or ALS rescue, that employee must maintain the Paramedic certification or EMT-I certification initially required to receive the bid, or forfeit the bid.

- xiv. When a new station is opened, Paramedic bidding shall be limited to two (2) Paramedic bids per ALS unit in the station. After initial bidding, the bids process shall follow Section 1 of this Article.
 - xv. Fire Department management shall maintain approximately equal numbers of unbid personnel on all platoons. This shall be done after each bid cycle.
 - xvi. The Union and the County shall mutually agree upon the employees who are considered unbid personnel. This shall be done after each bid cycle.
2. In the event a bid vacancy is to be filled with a person who has not applied for the vacancy, the Fire Chief or his/her designee shall fill the vacancy with the most junior, in-grade employee, department-wide not holding a bid. Upon completion of the Clark County Training Academy all graduates shall be assigned by the Fire Chief, or his/her designee, to a platoon and a battalion.
- a. This shall not apply to technical stations (currently stations 21, 24, 76, and 85); these shall remain open until filled through the bid process and bid openings in these stations shall remain open for three (3) bid cycles. If the opening is not filled on the third (3rd) bid cycle, the opening shall be filled as indicated above with the most junior employee.
3. Employees bid into stations 13, 21, 24, 76, or 85 may bid between platoons within the same station only one (1) time in a calendar year. **Effective upon the approval of this collective bargaining agreement, employees bid into station 13 may bid between platoons within station 13 only one (1) time.**
4. This procedure for filling permanent vacancies defined in Sections 1 and 2 above does not apply to:
- a. Filling temporary vacancies.
 - b. Station relocations.
 - c. Light duty assignments.

d. Apparatus Relocations.

- i. Senior personnel bid to a station shall have the choice of transferring with the relocated apparatus, or remaining at their current bid station, unless they hold a certification that is required to maintain the service level provided by that apparatus. **In the event there are unbid positions at a station that the apparatus is being relocated from, and no personnel wish to relocate with the apparatus, the unbid positions shall follow the apparatus.**

5. A permanent vacancy shall be defined to include any opening as a result of resignation, death, discharge, retirement, promotion of a permanent employee, adding additional equipment or a new station, and by employees vacating a bid position to transfer to another bid position. The exception to this section is outlined in this Article Section 1 Subsection v., vi., vii and viii. (extra person bid on an engine or truck.)
6. **With the exception of station 13 where bids shall occur monthly,** ~~Whenever~~ a permanent vacancy is created seniority bidding shall occur for each respective rank in the following manner:
 - a. Vacancies that occur in January/February shall be bid in the first week in March.
 - b. Vacancies that occur in March/April shall be bid in the first week in May.
 - c. Vacancies that occur in May/June shall be bid in the first week in July.
 - d. Vacancies that occur in July/August shall be bid in the first week in September.
 - e. Vacancies that occur in September/October shall be bid in the first week in November.
 - f. Vacancies that occur in November/December shall be bid in the first week in January.

For example, if a Captain retires, there shall be bidding at the Captain's level, and if need be, bidding shall occur at the Engineer's, and Fire Fighter's levels. Bids shall be placed on electronic mail for not less than twenty-two (22) calendar days before the bid is closed. The closing date shall be announced as part of the bid posting. Bid awards shall be announced department wide via email no later than five (5) calendar days after the bids have closed. Once an employee is awarded the bid, he/she shall report to his/her new bid station on a date determined by the Fire Chief or his/her designee, but not later than ten (10)

calendar days from the bid award. The only exception from the provisions of this Paragraph applies to Fire Station 13 for security clearance. Employees are required to occupy the new bid position for one (1) cycle. The County and Union shall monitor the bidding process to ensure that the bidding process does not interfere with the operations of the County. An employee is required to accurately complete an official bid request form via email or another electronic format to be considered for a new bid. Failure to properly complete the bid form shall result in forfeiture of the bid.

7. Temporary Vacancies: Whenever a temporary vacancy occurs in the Fire Suppression Division because of sick leave, workers' compensation leave, annual leave, Union business leave or any other directly related type of leave, any temporary vacancy filled shall be by the lowest rank and an in-grade seniority system from unbid personnel. No bid employee can be moved to a station where no temporary vacancy exists. This process applies to the filling of all temporary vacancies with the exception of when the movement is for the purpose of temporary assignment to a higher classification.
8. The County shall make every effort possible to rotate employees throughout equipment within their own station, providing it does not lessen the current level of service provided, or creates either a callback or overtime situation. The Union and County further agree to establish a Rule and Regulation to address this issue.
9. Any employee in Fire Suppression, covered by this Agreement, may apply for inclusion in Paramedic school. Fire Department management shall determine the number of seats available, and inform employees of the criteria that must be met. Upon completion of Paramedic school, employees shall retain their bid positions if they are bid to an ALS station.

ARTICLE 30

Reductions in Force

1. Reductions in force from the department, when and if required, shall be accomplished on the basis of reverse order of in-grade seniority within the department. **For the purposes of this Article, in-grade seniority shall be determined as defined in Article 10 Paragraph 3 (Seniority) of this Agreement.**
2. Any reduction in grade resulting after a reduction in force within the department shall be accomplished on the basis of seniority within grade, that is, in reverse order of seniority in grade.

3. Any employee on a layoff status must be notified at his/her last known address of any action to rehire. All laid off employees shall remain on the layoff list for up to two (2) years. No new employee shall be hired until all employees on the layoff or rehire list have an opportunity to show interest in being rehired. The employee must respond in writing within three (3) calendar weeks of receipt of notice to be eligible to be rehired. All notices by both parties ~~will~~ **shall** be sent certified mail with a return receipt. An employee must be available to work within two (2) weeks of his/her response. The County still maintains the right to disqualify the laid off employee if he/she fails to pass the physical examination required upon reemployment. A disability incurred as a result of service to the Clark County Fire Department shall not prohibit an employee from passing this medical examination. It shall be the laid off employee's responsibility to notify Clark County Human Resources of any change in his/her mailing address. Failure to respond to two (2) notices automatically removes the candidate from the layoff list.
4. Any person who has been reduced in grade or laid off ~~will~~ **shall** have the right to be rehired based on the last laid off-the first rehired **in the affected classification**; or the last reduced in grade-the first reinstated to his/her previous rank **in the affected classification**.

ARTICLE 31

Long Term Disability

1. The County shall, by insurance or otherwise, provide protection against the hazards of death or permanent disability suffered in the line of duty during work hours ~~in an amount equal to two (2) year's salary~~.
 - a. The **death benefit shall be equal to two (2) years of annual compensation, including** ~~payment shall include the annual base salary or compensation rates as provided in Appendix B of this Agreement, longevity, premium pay, holiday pay, insurance and retirement contributions. This amount shall be paid in a lump sum payment to the employee's named beneficiary, or on a bi-weekly basis on regular County paydays for the two (2) year period as though the affected employee were in active duty status with the County Fire Department. The method of payment shall be at the employee's, or his/her beneficiary/estate's option.~~
 - b. **The disability benefit shall be sixty percent (60%) of the employee's annual salary (base pay, longevity, premium pay and holiday pay) reduced by income received by the employee, including regular or disability pension benefits and workers' compensation disability**

benefits. This disability benefit shall begin the day following an elimination period equivalent to the number of sick leave shifts the employee is compensated for upon separation. The employee shall receive this disability benefit in monthly installments until the age of sixty-five (65).

2. To qualify for the disability benefit, the following procedures shall be adhered to:
 - a. An employee must submit an application package to Clark County Human Resources within six (6) months from: 1) the time of injury, or 2) discovery through examination. The six (6) month period is defined as calendar days. This application package shall include the physician's report of disability, a list of doctors the employee has seen concerning the disability and a signed release of medical records enabling County personnel to obtain records from the listed doctors.
 - b. The County shall send, within ten (10) calendar days after receiving the application packet, a copy of the employee's release of medical records form to each doctor designated by the employee requesting copies of all medical records.
 - c. There shall be two (2) doctors independently selected, one by the employee and one by the County. The employee shall notify Clark County Human Resources within ten (10) calendar days from the date of application for Article 31 benefits of the doctor he/she has selected and has verified shall issue a report of his/her eligibility for long-term disability benefits.
 - d. The county shall send, within ten (10) calendar days after receiving all medical records, a complete packet to both doctors for review and evaluation.
 - e. If the reports from the two (2) doctors are in conflict, these two doctors shall select a third doctor to make an independent determination. This third doctor shall not receive the evaluative reports from the first two doctors. The employee's eligibility for long-term disability benefits provided by this Article shall be determined by two consistent medical reports. The decision based on the two consistent medical reports is final and binding on the parties, and not subject to the arbitration procedure. Each doctor shall send copies of their final reports to the Union and to the County. The employee and County shall equally pay for all costs incurred in this process, including all medical examinations of the employee and time devoted to overall evaluation of the case.
- 3.

- a. If any two (2) of these doctors determine that an employee can return to his/her current position, he/she shall be required to do so, and not be eligible for Article 31 benefits under the application submitted for this injury.
- b. If any two (2) of these doctors determine that an employee cannot perform the duties of his/her current position but can perform the duties of Administrative Fire Fighter, Administrative Fire Engineer, Fire Inspector, Fire Training Instructor, or Administrative Fire Captain, a position shall be offered to that employee by the Fire Chief, without reduction of salary or benefits for a two (2) year period. If the employee does not perform the duties under these conditions, the employee is not entitled to Article 31 benefits. If the employee accepts the position, after the two (2) year period the employee's salary and benefits shall be converted to the salary and benefits provided by this Agreement for the classification and work schedule he/she is working. Therefore, on the first day after the two (2) years in this position, the employee must be converted to 8 or 10- hour benefits. If any two (2) of these doctors determine that an employee cannot perform the duties of Administrative Fire Fighter, Administrative Fire Engineer, Fire Inspector, Fire Training Instructor or Administrative Fire Captain, the employee shall be entitled to the monetary benefits of Article 31. The County shall send, within ten (10) calendar days after receiving two (2) such doctor's reports, a letter summarizing the benefits ~~payment options~~ **award**. Once Clark County Human Resources notifies an employee of the benefits payment options, the employee must ~~select either lump sum or bi-weekly payment and~~ separate from County employment within forty-five (45) calendar days if not already separated. If the employee fails to provide the County with the appropriate information within the time limitations as specified in this Article, the employee shall no longer be authorized vacation or sick leave compensation.
4. If mutually agreed before a deadline, either Clark County Human Resources or the Union may request, in writing, an extension of the time limitations specified in this Article.
5. **Employees who have applied for the Article 31 benefit prior to the effective date of this agreement, and are approved for the Article 31 benefit prior to or after the effective date of this agreement, but who have not yet received such benefit as of the date of this agreement, are eligible to receive either the current benefit, or the prior benefit in place as of June 30, 2010, but not both. The choice of benefit is the employee's and shall be made in writing to the Human Resources Department within 15 calendar days from the effective date of this agreement.**

6. **Employees who apply for the Article 31 benefit after the date of this agreement shall be eligible for the award described in this article.**

ARTICLE 32

Uniforms, Uniform Allowance And Linen Allowance

1. Effective July 1, 2002, and thereafter in July, employees in the bargaining unit shall be given an annual uniform allowance totaling \$1,875 to maintain work and dress uniforms. No longevity pay is available for this allowance. Payment is made as a claim for reimbursement of expenses for care and maintenance of uniforms.
2. If a change in the Clark County Fire Department Dress Code (dated February 9, 2004) or the most recent dress code policy is imposed upon the Union by the County, then the County shall pay for the cost of said change.
3. If a change in the Clark County Fire Department Dress Code (dated February 9, 2004) or the most recent dress code policy is initiated or imposed upon the County for any reason by the Union, then the membership of the Union shall pay for the cost of said change.
4. If, during the term of this Agreement, a new dress code policy is agreed to by the Union and the County, then the cost of the new uniforms shall be shared equally between the Union and the County.
5. Upon employment, if the employee does not qualify for this Article, the County shall advance \$750 to the new hired employee for purchase of uniforms. This \$750 shall be deducted from the \$1,875 due them when the uniform allowance payments are made in July. If the employee terminates prior to the July uniform allowance payment, the \$750 advance shall be deducted from the employee's final paycheck.
6. The Union and the County agree that employees hired after July 1, 2002, shall graduate from rookie school in a class "A" uniform.
7. Effective July 1, 2002, and thereafter-in July, each twenty-four (24) hour shift employee shall be given an annual linen allowance of \$125 to purchase and maintain bed linens. No longevity pay is available for this allowance. Payment is made as a claim for reimbursement of expenses for care and maintenance of linens.
8. Effective July 1, 2006, thereafter-in July, each eligible employee covered by this agreement shall be given an annual boot allowance of \$200 to purchase steel toe or composite boots as required in Article 12. No longevity pay is available for this allowance.

9. When an employee leaves the Clark County Fire Department, the employee shall return to the department's payroll division, badges, accessories, and identification cards issued by the Department.

ARTICLE 33

Examination Procedures

1. Clark County Human Resources shall have full responsibility for the design, development, administration, and security of entry level and promotional examinations.
2. For all classifications (Except for entry level positions of Fire Fighter I, Fire Fighter/Paramedic I, Fire Inspector, Fire Inspector Trainee, and Fire Training Instructor) in Appendix A and for Battalion Chief, the County shall give at least ninety (90) days notice of the study material to be used for promotional examinations, and at least thirty (30) days notice of the date, time, and place of these promotional examinations. Once a thirty (30) day notice has been posted of date, time, place and there are two (2) or more candidates the written examination shall be administered as posted.
3. For the positions of Fire Engineer and Fire Captain, the County shall automatically give a promotional exam. The County shall establish an Officer's Training Academy, and the County shall maintain an Engineer's Academy, for employees preparing for these examinations. The County agrees to provide on-going training for Engineers and Captains. Promotional examinations shall not use Paramedic certification as a requirement for testing for Engineer or Captain, nor be used as preference for testing for Engineer or Captain. Fire Captain shall be tested during the month of March, in every even numbered year. The Fire Engineer exam shall be given in the month of March, in every odd numbered year. Employees must be eligible to test by December 31st of the year prior to the appropriate March exam. The eligibility list developed for the Captain and Engineer examination shall be effective for two (2) fiscal years.

FOR EXAMPLE, THE ENGINEER EXAMINATION GIVEN IN
MARCH 2005, SHALL PRODUCE AN ELIGIBILITY LIST
THAT SHALL BE EFFECTIVE FROM JULY 1, 2005
THROUGH JUNE 30, 2007.

Human Resources shall give at least ninety (90) days notice of the study material to be used for promotional examinations, and at least thirty (30) days notice of the date, time and place of these promotional examinations.

4. The entry level and promotional examination for each classification shall be comprised of the same components for each employee taking the exam for that classification.

5. For any promotional examination covered by this Agreement, in the event that two (2) or more candidates received the same scores, there shall be additional factors to determine which employee is promoted. In this event, promotions shall be determined by considering the following factors:
 - a. Higher ranking employees
 - b. Current in-grade seniority
 - c. Departmental seniority

In the event that factor A is not conclusive, factor B shall govern. In the event that factor B is not conclusive, then factor C shall govern. For example: If a Fire Fighter and Engineer test for Captain's position, and both receive the same score, then the Engineer shall be promoted. If two Engineers test for Captain's position, and both receive the same score, then the Engineer with the highest current in-grade seniority shall be promoted.

6. Effective July 1, 2006 Human Resources shall provide the union with a copy of the promotional examination procedures for each classification covered by this agreement (including the Battalion Chief examination). Human Resources reserves the right to amend, modify or change said procedures but shall notify and provide the Union a copy of the changes prior to the thirty 30 day notice being posted. If the promotional examination procedures developed by Clark County Human Resources are not followed, the resulting deviation(s) shall be subject to the grievance procedure in Article 23, including binding arbitration.
7. The Union and the County agree that no Fire Academy (rookie school) shall be scheduled and conducted unless the academy is composed of a minimum of fifty percent (50%) Fire Fighter/Paramedic I.

Academy participants shall be selected from a Fire Fighter/Paramedic I recruitment or Fire Fighter I recruitment if the Fire Fighter/Paramedic I list is exhausted. The County shall maintain an active list of Fire Fighter/Paramedic I eligibles, by conducting examinations for this classification on a regular basis.

8. For positions within this bargaining unit, the Union shall be furnished an accurate copy of all job announcements, promotional announcements, agenda items creating new positions, the name of the person filling the new position, monthly report of vacancies, including who vacated the position and the name of the person filling a vacancy.
9. The Union and County agree that they shall continue to mutually establish job descriptions and qualifications required to act in a higher classification as well as to be eligible to take promotional exams.

ARTICLE 34

Premium Pay

1. Effective July 1, 2006, Fire Captain, Fire Engineer, Fire Fighter, Chief Fire Investigator, Fire Investigator I/II, Fire Training Instructor, Fire Training Officer, EMS Coordinator, EMS Supervisor, and Fire Department Volunteer Coordinators covered by this Agreement who:

- a. Have successfully completed Paramedic certification and maintain that certification; and
- b. Have achieved and maintain licensure by the Clark County Health District as Paramedic, shall receive premium pay at the rate of twelve percent (12%) of their base salary in addition to their scheduled rate of pay. * Fire Instructor, *Fire Training Officer must obtain and maintain EMS Instructor certification to receive the premium pay.

Effective the signing of this agreement, February 20, 2007, those Paramedics who also serve, as Paramedic Preceptors shall receive an additional premium pay at the rate of ten percent (10%) of their base salary in addition to their scheduled rate of pay while actively precepting a Paramedic student.

2.

- a. Effective July 1, 2006 Fire Captain, Fire Engineer, Fire Fighter, Fire Investigator I/II, Fire Training Instructor*, Fire Training Officer*, EMS Coordinator, EMS Supervisor, and Fire Department Volunteer Coordinators covered by this Agreement hired prior to July 1, 1991, and who are assigned to Fire Suppression who have successfully completed EMT certification and/or EMT-I certification, maintain that certification, and are duly licensed by the Clark County Health District, shall receive either premium pay at the rate of five percent (5%) of their base salary for EMT certification or seven percent (7%) for EMT-I certification, in addition to their scheduled rate of pay. * Fire Instructor, *Fire Training Officer must obtain and maintain EMS Instructor certification to receive the premium pay.
- b. Effective July 1, 2006 Fire Captain, Fire Engineer, Fire Fighter, Fire Investigator I/II, Fire Training Instructor, Fire Training Officer, EMS Coordinator, EMS Supervisor, and Fire Department Volunteer Coordinators covered by this Agreement hired after July 1, 1991, and who are assigned to Fire Suppression, who have successfully completed EMT-I (intermediate) certification, maintain that certification, and are duly licensed by the Clark County Health District, shall, effective July 1, 2002,

receive premium pay at the rate of seven percent (7%) of their base salary, in addition to their scheduled rate of pay. * Fire Instructor, *Fire Training Officer must obtain and maintain EMS Instructor certification to receive the premium pay.

3. Employees covered by this Agreement who:

- a. Have successfully completed Hazardous Materials Training which include courses conforming to O.S.H.A. 1910.120 and/or N.F.P.A. 472 and recognized by the Nevada State Fire Marshal's Office which may include those offered by private vendors and courses developed and administered by the Clark County Fire Department or its representatives; and
- b. Have successfully completed Hazardous Materials Certification. Initial certification may be either the Hazardous Materials Technician Certificate issued by the Nevada State Fire Marshal's Office or the Hazardous Materials Technician Certificate issued by the Clark County Fire Department upon completion of the in-house training program. All personnel assigned to the Hazardous Materials Team will participate in the in-house training program as a means of either acquiring technician level certification or maintaining technician level certification; and
- c. Are assigned to and working at a fire station, and functioning as permanent members of the Hazardous Materials Team, shall receive premium pay at the rate of five percent (5%) of their base salary in addition to their scheduled rate of pay. Captains bid to this station shall be required to achieve and maintain instructor's level of certification in HAZ-MAT at the technician's level.

4. Technical Rescue premium pay shall be provided as specified below:

- a. Employees bid to a designated Urban Technical Rescue Station, who have obtained and maintained technician level certification through the Nevada State Fire Marshal's Office in all of the following seven (7) disciplines: Dive Rescue, Swift Water Rescue, Structural Collapse Rescue, Confined Space Rescue, Trench Rescue, Vehicle and Machinery Rescue, and High/Low Angle Rope Rescue, shall receive a premium of five percent (5%), of their base pay, in addition to their scheduled rate of pay. Captains assigned to this station shall be required to achieve and maintain an instructor's level of certification in all assigned disciplines. There shall be no fewer than eight (8) technicians on duty each shift at the tech rescue station. The combination of eight (8) employees shall include at least one (1) Captain, one (1) Engineer, and four (4) Fire Fighters. The remainder of technicians needed for each shift may be at any rank.
- b. Effective upon the signing of this agreement, February 20, 2007,

employees bid to the Laughlin fire stations, who have obtained and maintained technician level certification through the Nevada State Fire Marshal's Office in all of the following four (4) disciplines: Swift Water Rescue, High/Low Angle Rope Rescue, Vehicle and Machinery Rescue, and Boat Operations shall receive a premium of three percent (3%) of their base pay, in addition to their scheduled rate of pay. Captains assigned to this station shall be required to achieve and maintain an instructor's level of certification in all assigned disciplines. There shall be no fewer than eight (8) technicians on duty each shift at the tech rescue station. The combination of eight (8) employees shall include at least one (1) Captain, one (1) Engineer, and four (4) Fire Fighters. The remainder of technicians needed for each shift may be at any rank.

5. The County agrees that training to acquire and maintain the certifications listed in sections 3, 4a and 4b shall be provided on duty to those in each program.
6. An employee shall have one (1) year from the awarding of their bid to a Technical Rescue or HAZ-MAT station to obtain the required certification needed to become a technician at that station. If currently bid to a Laughlin Fire Station, the employee shall have one (1) year from the signing of this agreement, February 20, 2007, to become a Certified Boat Operator. If the employee fails to do so, he/she shall forfeit the bid.
 - a. All Captains at Technical Level and HAZ-MAT stations shall be required to obtain and maintain a Nevada State Fire Marshal's Officer II certification within two (2) years of occupying a received bid at that station. If the employee fails to do so, he/she shall forfeit the bid.
 - b. HAZ-MAT Captains shall be required to achieve and maintain the Specialist level certification in Hazardous Materials within three (3) years of occupying that station, or if currently bid to the HAZ-MAT station the employee shall have three (3) years from the signing of this agreement, February 20, 2007. If the employee fails to do so, he/she shall forfeit the bid. Captains shall achieve and maintain an additional Specialist level certification until three (3) Specialist levels are attained. A Specialist refresher class shall be attended bi-annually thereafter while occupying that station. The three (3) Specialist level certifications accepted are, Highway Emergency Response Specialist, Tank Car Specialist, and Intermodal Specialist. All HAZ-MAT Technicians shall attend Office of Domestic Preparedness courses annually until four (4) different courses have been attended. These courses shall be scheduled by the HAZ-MAT Coordinator. There shall be no fewer than eight (8) technicians on duty each shift at the HAZ-MAT station. The combination of eight (8) employees shall include at least one (1) Captain, one (1) Engineer, and four (4) Fire Fighters. The remainder of technicians needed for each shift

may be at any rank.

7. Effective July 1, 2006 any employee of the Clark County Fire Department who has the assignment of Canine Handler shall receive compensation paid in the form of a stipend of seventy-five dollars (\$75.00) per pay period. The stipend shall be paid to employees who handle the canines to compensate them for their time assigned outside of their regular work schedules. This stipend constitutes the pay for the specific activities outlined, and that are performed outside of their regular work hours and away from their work site. Animal care includes, but is not limited to, feeding, exercising, brushing, and kennel cleaning. It is understood that each employee assigned to a canine shall only be assigned one (1) animal at a time. It is also understood that Professional Veterinarians shall handle major dog grooming and health care needs.
8. Employees covered by this Agreement who are temporarily assigned from the Suppression Division to the Training Division serving as instructors, shall receive premium pay at the rate of ten percent (10%) of their base salary and shall continue to receive any other premium pay they received prior to their temporary assignment to the Training Division. Personnel assigned to the Training Division who are on light duty are not eligible for this premium pay.
9. Employees covered by this Agreement who are bi-lingual in Spanish, and use the second language as part of their work, shall receive a premium pay at the rate of \$50.00 (fifty dollars) per pay period provided the employee has completed the conversational Spanish skills proficiency exam as administered by County Human Resources.
10. Effective upon the signing of this agreement, at no time shall any employee be eligible for or receive premium pay for more than one (1) premium compensated assignment listed in Sections 1 and 2 above, except for Paramedic Preceptors. However, an employee who is certified, as an EMT, EMT-I, or Paramedic shall also be eligible to receive premium pay listed in Sections 3, 4, 8, and 9 above, provided they meet the eligibility requirements for those premiums.
- ~~11. In the event the County provides patient transport, then the Union and County shall negotiate the appropriate premium pay and any change to working conditions and/or duties that result from the proposed transport program.~~

ARTICLE 35

Statement of Earnings/Timing of Compensation

1. The County ~~will~~ **shall** provide bargaining unit employees an itemized statement of earnings and deductions with each bi-weekly ~~paycheck~~ **payment**.
2. ~~Pay checks~~ **Payment** ~~will~~ **shall** be made available on payday to all employees.

~~subject to the current procedures. There will be an effort to try and distribute the checks as soon as possible on payday to the various stations.~~ **For all employees, pay advices shall be delivered on payday to the employees bid/assigned work location. For employees not working on payday the employee may request to have his/her pay advice held at station 18 to be picked up by the employee.**

3. All compensation for merit and promotional increases falling due during the last week of a pay period, or during the first week of the next pay period, shall be paid on the pay day of the second pay period.

ARTICLE 36 Shift Differential

A Fire Inspector shall be awarded shift differential pay for days worked on a regularly scheduled shift other than a day shift. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 AM, or ends no later than 7:00 PM. Any regularly scheduled shift that begins or ends outside the 5:00 AM to 7:00 PM time period shall be eligible for shift differential pay. The amount of shift differential pay shall be computed as four percent (4%) of base salary.

ARTICLE 37 Polygraph Examinations

No member shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against a member for refusing to submit to a polygraph examination. Testimony regarding whether an employee refused to submit to a polygraph examination shall be confined to the fact that, "Clark County does not compel fire safety personnel to submit to polygraph examinations."

ARTICLE 38 Miscellaneous Leaves

1. Military Leave: Any permanent employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard or Marine Reserves, shall be permitted up to fifteen (15) consecutive calendar days per year at annual encampment and be compensated at his/her regular pay from the County during his/her absence on any of those days which fall on his/her normal work cycle. In the event the employee is required to attend weekend drills, and the drills fall on the employees normal work cycle, the employee shall be released from duty with full pay. The employee must notify his/her Battalion Chief or appropriate supervisor as soon as he/she becomes aware of this detail or upon receipt of military orders.

2. Jury Leave: Any employee called to serve on jury duty on his/her normally scheduled work day shall be relieved of duty for such time he/she serves on the panel. Any 24-hour shift employee who is selected for jury duty shall not be required to return for the remainder of his/her shift if the employee must report back to jury duty on the following day. When the juror or potential juror is excused, he/she shall call his/her Battalion Chief or appropriate supervisor to determine where to report for his/her assignment. All jury fees received while working shall be given back to the County. The prospective juror must immediately notify his/her Battalion Chief or appropriate supervisor when he/she becomes aware of the jury assignment.
3. Leave Without Pay: Upon written application to the Fire Chief, and in the County's sole discretion, an employee may be granted leave without pay for up to three (3) calendar months, but no vacation, sick leave, or longevity credit shall accrue during this period of time. The Fire Chief shall render a decision regarding the employee's LWOP request within five (5) working days upon written application to the Fire Chief or designee.
4. Maternity/Parental Leave: Upon written application to the Fire Chief, an employee shall be granted sick leave for up to three (3) months for the purpose of maternity leave, childbearing, caring for newborn children up to six (6) months old or legally adopting a child(ren). If accrued sick leave is exhausted, the employee shall use vacation leave for maternity/parental leave. If accrued sick leave and vacation leave is exhausted, the employee shall use leave without pay for maternity/parental leave. Maternity/Parental leave requests of more than three (3) months may be approved at the discretion of the Fire Chief. Sick leave used for Maternity/Parental leave purposes shall be included in sick leave calculations for bonus shifts in Article 27.
5. Clark County shall provide additional Family and Medical Leave and Catastrophic Leave benefits in accordance with the Family Medical Leave Act of 1993. The program and policies regarding these benefits shall be identified in Fire Department Rules and Regulations.
6. Voting Leave: Any employee who is scheduled for duty on any Election Day shall be entitled to time off in accordance with NRS 293.463 and shall make written notice in accordance with said statute.

ARTICLE 39

Overtime

1. The County has the authority to schedule overtime and may require employees to work outside their normal work hours at the following overtime premium:

- a. An employee whose regular schedule is a 24-hour shift shall be paid for overtime at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of twenty-four (24) straight hours.
 - b. An employee whose regular schedule is eight (8) hours per day shall receive overtime at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of eight (8) hours per day.
 - c. An employee whose regular schedule is ten (10) hours per day shall receive overtime at time and one-half ($1 \frac{1}{2}$) for hours worked in excess of ten (10) hours per day.
2. An employee who is required to work his/her normally scheduled day off shall be granted overtime pay for all hours worked unless the employee has volunteered to take the assignment by trading with another employee. In the interest of safety an employee must have a break in service of at least twenty-one(21) consecutive hours in a 99-hour period. All hours worked, including regular shifts, overtime, and shift trades shall be considered. The Union and County shall review these time limitations annually, and mutually agree to any necessary changes to these time frames.
3. All overtime must be approved in writing by the Fire Chief or his/her designee. Adjustments in work scheduling, mutually agreeable to the employee and management, will serve as a waiver from the requirement to pay the overtime premium.
4. There will be no pyramiding of overtime pay with recall pay or for the same hours worked.
5. No employee shall receive overtime unless he/she works at least ten (10) minutes more than his/her regular shift assignment. Overtime pay will be calculated in increments of fifteen (15) minutes worked rounded to the nearest quarter ($\frac{1}{4}$) hour.
6. Employees in Fire Suppression, who return to the work place after completing their shift, or are called in to work overtime on their regular shift off shall be compensated for a minimum of four (4) hours at one and one-half ($1 \frac{1}{2}$) times their regular rate of pay.
7. Subject to the approval of the Fire Chief or his/her designee, the employee may elect to take compensatory time off in lieu of cash payments. Compensatory time off shall be given at the straight time rate. Usage of compensatory time off must be mutually designated by the Fire Chief or designee and the employee within the following 180 days. The County shall not be unreasonable in the scheduling of this time off. If, however, the employee is not able to use the compensatory time within 180 days, he/she shall be paid at time and one-half (1

½) for those hours. Voluntary time will not be subject to the provisions of this Section.

8. Employees required by the County to appear in any court or before any grand jury as a County witness or to be deposed as a County witness during off-duty time shall be compensated at time and one-half (1 ½) for the time in court. He/she shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay such fees, except mileage, to the County Treasurer within three (3) working days of receipt, to be deposited in the applicable fund of the County.
9. Any eight (8) or ten (10) hour employees requested to work immediately prior to or immediately after their normal work shift shall be compensated at one and one half (1 ½) times their normal rate of pay for hours worked outside their normal shift.

If a eight (8) or ten (10) hour employee is required to return to the work place or is called in on his/her scheduled day off, he/she shall be compensated for a minimum of three (3) hours at one and one half (1 ½) times his/her rate of pay which shall include travel time.
10. The employee assigned each shift to the shuttle bus responsibility at McCarran International Airport shall be compensated for one-half (½) hour of overtime work each twenty-four (24) hour shift at the rate of time and one-half (1 ½).

ARTICLE 40

Converting Benefits Due to Shift Changes

1. Employees who are temporarily reassigned from a 56-hour workweek to a 40-hour workweek shall be converted to 40-hour benefits the day after twelve (12) months in the assignment, with the exception of employees temporarily assigned to the Fire Training Division for the purpose of training rookies in the Fire Rookie Academy, who shall be converted the day after eighteen (18) months. No employee shall be involuntarily reassigned to a 40-hour workweek on a permanent basis.
2. Employees permanently reassigned or promoted from a 56-hour workweek to a 40-hour workweek shall, upon the effective date of reassignment or promotion, have the following changes in benefits:
 - a. Sick leave:
 - (1) A conversion factor of 1.4 shall be used to convert sick leave benefits.

EXAMPLE:

8 or 10-hour shift converts to 24-hour shift:
 $1714.29 \text{ hours} \times 1.4 = 2400 \text{ hours}$

24-hour shift converts to 8-hour shift:
 $2400 \text{ hours} \div 1.4 = 1714.29 \text{ hours}$

- (2) When a 24-hour shift employee is converted to an 8 or 10-hour position and the unused sick leave accumulation is in excess of 800 hours after using the 1.4 conversion factor, the converted hours shall become the employee's maximum allowable accumulation for sick leave cash-out purposes.

EXAMPLE:

$2400 \text{ 24-hour shift hours} \div 1.4 = 1714.29 \text{ maximum hours}$

b. Vacation leave:

- (1) A conversion factor of three (3) 24-hour shift hours for every one (1) 8 or 10-hour shift hours shall be used to convert vacation leave benefits.

EXAMPLE:

24-hour shift converts to 8-hour shift:

$720 \div 3 = 240 \text{ hours}$

8 or 10-hour shift converts to 24-hour shift:

$240 \times 3 = 720 \text{ hours}$

- (2) The difference in hours when a 24-hour shift employee is converted to an 8 or 10-hour shift employee may be used by the employee during the remainder of the calendar year. If the employee does not use these hours by December 31, the employee shall be paid for such hours at the last held and tested 56-hour shift position base rate.

EXAMPLE:

24-hour shift hours are converted to 8 or 10-hour shift hours

$720 \text{ hours} \div 3 = 240 \text{ hours}$

$720 \text{ hours} - 240 \text{ hours} = 480 \text{ hours difference}$

Employee uses 200 of the 480 hours between the date of conversion and December 31.

$480 \text{ hours} - 200 \text{ hours} = 280 \text{ hours}$

$280 \text{ hours} \times \text{last held and tested 56-hour shift position base rate} = \text{cash payment}$

- (3) An employee converted from an 8 or 10-hour shift to a 24-hour shift position shall have the converted hours reduced by the number of

hours the employee received payment for in Paragraph 2 above.

EXAMPLE:

Cash payment received for 280 hours when converted from 24-hour to 8 or 10-hour shift position.

$$\begin{aligned} 240 \text{ hours} \times 3 &= 720 \text{ hours} \\ 720 \text{ hours} - 280 \text{ hours} &= 440 \text{ hours} \end{aligned}$$

- c. All future salary and benefits shall be calculated based on the permanent shift assignment.
- 3. A temporary reassignment from a 56-hour workweek to a 40-hour workweek shall not exceed twelve (12) months, except for employees who are temporarily assigned to the Training Division for the purpose of training rookies in the Fire Rookie Academy shall not exceed eighteen (18) months. Employees temporarily assigned to a 40-hour workweek shall:
 - a. Not be eligible to receive 207(k) FLSA overtime.
 - b. Retain platoon and battalion designations and shall return to the last bid station, battalion and platoon upon completion of the temporary assignment.
 - d. Convert back to his/her last held permanent position at the completion of the temporary assignment or shall be competitively selected to fill a permanent 40-hour workweek position.

ARTICLE 41

General Savings Clause

It is not the intent of either party hereto to violate any laws, rulings or regulations, of any governmental authority or agency having jurisdiction of the subject matter of this Agreement; and the parties agree that, in the event that any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of such laws, rulings or regulations, nevertheless, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void are fully inseparable from the remaining portion of this Agreement. The parties agree that, if and when any provisions of this Agreement are held determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof.

ARTICLE 42

Substance Abuse Policy

1. INTENT

It shall be the intent of Clark County and the Clark County Fire Fighters Union Local 1908 to ensure that its members are afforded the opportunity to work in a safe and drug free environment. The County and the Union are adamantly opposed to the presence or use of drugs and/or alcohol and the adverse influence these substances have on the work performance and safety of its members. The County and the Union recognize that a substance abuse policy shall establish guidelines for the appropriate disciplining of those substance abusers who, through their actions, affect the safety and well being of others.

GUIDING PRINCIPLES:

There are four (4) guiding principles underlying the adoption of this policy. They are:

- A. Education – The County and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- B. Deterrence - The County and Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.
- C. Enforcement - The substance abuse policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.
- D. Treatment - The County and Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options. The County and the Union encourage employees with an alcohol and/or drug problem to disclose the problem and seek assistance.

2. VOLUNTARY DISCLOSURE OF ALCOHOL AND/OR DRUG PROBLEM

- A. Reporting and testing procedures for self-disclosure (voluntary).

An employee who self-discloses (voluntary) that he/she has an alcohol or drug problem shall not be subject to the disciplinary process, unless he/she does not comply with the testing and reporting procedures as provided below.

1. An employee who voluntarily comes forward to ask for assistance to deal with an alcohol and/or drug problem shall disclose the problem to one of the following: his/her supervisor, the fire department employee assistance program (EAP), the Union president or the fire department's administrative services manager (FASM). If the employee chooses to notify only his/her supervisor, then that supervisor shall then notify his/her supervisor and the FASM. The FASM shall then notify the Fire Chief, EAP and the Union president.
2. An employee shall not be permitted to enter the voluntary disclosure program if any portion outlined in Section 6 of the SAP "Reasonable Suspicion" has been observed and/or if the employee has been involved in a vehicle accident, which may require a drug screening, and if the testing procedures outlined in Section 4 have been properly initiated.
3. If the employee is an eligible member of a Bargaining Unit, the first on scene supervisor shall advise him/her of his/her right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.
4. The employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem shall be immediately removed from duty and placed on sick leave. If the employee does not have any sick leave on the books, the employee shall be placed on annual leave. The employee shall remain on the sick or annual leave throughout the treatment and rehabilitation process. If the employee does not have sick and/or annual leave on the books or at some point in the recovery process he/she exhausts all his/her sick and annual leave, he/she shall request any other available leave as provided in Article 38 of the Collective Bargaining Agreement (CBA). The FASM shall notify the employee of his/her ability to apply for family medical leave (FMLA), catastrophic leave, and leave without pay (LWOP), as provided for in the CBA and the Department's Rules and Regulations. The Department shall cooperate in obtaining any such leave.
5. Once an employee enters the voluntary disclosure process, as identified in Section 2.A(1) above, the employee shall enter into the rehabilitation program as identified in section B below.

B. Rehabilitation procedures for voluntary disclosure of an alcohol and/or drug problem.

An employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem, shall not receive discipline unless he/she refuses the opportunity for rehabilitation, or fails to complete a rehabilitation program successfully. The employee shall sign a Voluntary Rehabilitation Agreement to participate in this program. If the employee violates any portion of the rehabilitation program, the employee shall automatically be subject to the disciplinary procedures for either alcohol or drugs as provided for in Section 5C and 5D of the SAP "Disciplinary Procedures" (Not including testing procedures). The following procedures shall be followed:

1. Once the employee voluntarily discloses an alcohol and/or drug problem, the FASM shall have the employee sign a medical release allowing the EAP to verify if the employee is in treatment and adhering to and completing the program.
2. The FASM shall notify the employee to contact the EAP within five (5) working days of self-disclosure.
3. The employee shall achieve compliance with, and satisfactory completion of treatment by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider. The EAP shall recommend program/provider options. The employee shall select a program/provider, but is not limited to the recommended programs/providers. However, if the employee selects a program other than the provider under contract with the IAFF Insurance Trust, the employee shall be responsible for all expenses.
4. The employee shall enroll and continue attendance in a rehabilitation program, as deemed necessary by the program/provider.
5. The employee shall provide bi-weekly updates to the EAP as to his/her progress with the rehabilitation program.
6. The employee shall provide a certificate of fitness or return to work form signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work.
7. Prior to returning to work the employee shall contact the FASM and shall then submit to one (1) alcohol and/or drug test, based on the type of self-disclosure. Once the test results are received, the employee shall attend a return-to-work meeting with the EAP, FASM and if they chose, a Union representative. The meeting shall

facilitate a smooth transition back into the work force and shall also establish a return to work date for the employee.

8. Once the employee has successfully returned to work, he/she shall make himself/ herself available to the EAP once a month, for a one-year period from the start of the program, for any needed aftercare. This may occur on-duty, but if the employee chooses to go to the EAP off-duty then the employee shall do so on his/her own personal time.
9. The employee shall be subject to a maximum of four (4) random tests based on the type of disclosure over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require this testing any time the employee is on duty. A positive test shall be treated the same as the positive test outlined in Section 4H of this SAP. If an employee tests positive, the employee shall be subject to the disciplinary procedures outlined in Section 5 "Disciplinary Procedures" below.
10. One (1) year after the start of the rehabilitation program, there shall be a combined meeting of the employee, EAP, the FASM and if the employee chooses, the Union president or designee, to evaluate the employee's continued progress of recovery.
11. Employees shall not be permitted to re-enter the Voluntary Rehabilitation Agreement more than once in a three (3) year period. This three (3) year period shall start from the date of this "Voluntary Rehabilitation Agreement".

3. SUBSTANCE ABUSE POLICY

A. Alcohol:

1. The consumption and possession of an open alcoholic beverage by an employee on the job shall result in immediate termination with no Last Chance Agreement (LCA). The only exception to this policy is the possession and consumption of an alcoholic beverage used in a cooking recipe which evaporates the alcohol before consumption. Such cooking alcohol shall not be purchased while on duty.
2. An employee shall be subject to disciplinary action up to and including termination and may be placed on a LCA when the consumption of alcoholic beverages while off duty causes intoxication while on duty resulting in an adverse affect on his/her

work performance, creating a risk of harm to others, or creating a risk of harm to a County vehicle and/or equipment.

3. The use of alcohol while functioning as a County Representative may be cause for discipline where such conduct can be shown to have a direct adverse effect on the County's interests, including public image. A County representative shall be defined as any employee assigned by the Fire Department or invited because of his/her position on the Fire Department to attend an event or conduct County business.
4. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee shall notify his/her supervisor of these circumstances when next reporting for duty. Failure to do so shall be cause for disciplinary action up to and including termination.
5. The felony conviction of an employee as a result of alcohol while off county premises and while not on duty shall be cause for disciplinary action up to and including termination.

B. Drugs:

1. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by the employee in the work place or during work hours is prohibited. Employees in violation of this policy shall be terminated with no LCA.
2. The use of any drug, which negatively affects performance or the ability of an employee to work in a safe manner, may be cause for discipline where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this section, the term 'drug' shall include but not be limited to sedatives (i.e. valium, downers), stimulants (i.e. speed, uppers), hallucinogens (i.e. LSD), cocaine, crack, cannabinoids, (i.e. marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).
3. Whenever an employee is prescribed a drug by a licensed physician that may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor. Supervisors shall ensure that employees are not

placed in positions that may jeopardize the safety of themselves or others.

An employee who fails to notify his/her supervisor may be subject to disciplinary action up to and including termination, and may be placed on a LCA, when the use of drugs by that employee contributes to an accident or incident that results in injury to a person or property damage.

4. If an employee who is required to drive as part of his/her assigned duties has his/her license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee shall notify his/her supervisor of these circumstances when next reporting for duty. Failure to do so shall be cause for disciplinary action up to and including termination.
5. The felony conviction for the possession or use of illegal drugs while off County premises and while not on duty shall be cause for disciplinary action up to and including termination.
6. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination.
7. Employees must notify their immediate supervisor and/or the Fire Chief of any criminal drug statute convictions no later than five (5) days after such conviction. Failure to notify the immediate supervisor and/or Fire Chief shall result in disciplinary action up to and including termination.

C. Reasonable Suspicion

An employee shall be required to undergo immediate drug and/or alcohol testing in accordance with the procedures below if there is reasonable suspicion that the employee is under the influence of a drug and/or alcohol. Reasonable suspicion that an employee is under the influence of a drug and/or alcohol shall be based on specific facts, and/or reasonable inferences derived from those facts. Circumstances which constitute a basis for determining reasonable suspicion may include, but are not limited to:

1. Direct observation of drug or alcohol use. Possession and/or physical symptoms of being under the influence of drugs or alcohol.
2. A pattern of abnormal conduct or erratic behavior.

3. An injury or accident on the job or involvement in any unsafe on-duty job-related activities that pose a danger to other employees or citizens.
4. When a Category II drug vial has been both broken and its container with the tamper proof seal has been compromised or lost three (3) times in a six (6) month period the paramedic(s) with potential access to the medications shall be tested to avoid any suspicion of inappropriate use of these medications. A positive test shall be the same as the positive test outlined below in Section 4H of the SAP. If an employee tests positive, they shall be subject to the disciplinary procedures outlined in Section 6 “disciplinary procedures” of the SAP.

4. TESTING PROCEDURES

- A. Any supervisor evaluating an employee for reasonable Suspicion shall complete the Clark County ‘Observation/Incident Report’. The Observation/Incident Report shall be sent to the Fire Chief and the Employee Relations Division of Human Resources. Supervisors and managers shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.
- B. If the employee is an eligible member of a bargaining unit, the first on-scene supervisor shall advise him/her of the right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.
- C. The employee shall be afforded the right, if he/she so desires, to request another on duty supervisor (supervisor of equal or greater rank) to provide a second opinion as to reasonable suspicion. The second supervisor must be able to respond within a reasonable time frame not to exceed thirty (30) minutes.
- D. If the second supervisor agrees that a reasonable suspicion of impairment exists, the employee shall be transported to a certified testing facility for a drug screening.
- E. In the event that the second supervisor does not agree that reasonable suspicion exists, the two supervisors shall jointly select a third on duty supervisor of equal or greater rank whose decision shall be final.
- F. The employee suspected of being under the influence of a drug and/or alcohol shall be relieved of duty with pay pending further evaluation.

- G. The employee shall be transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements shall be made to have the employee transported home. The sample shall be tested and confirmed and the chain of custody maintained by a Substance Abuse Mental Health Administration (SAMHSA) certified laboratory facility. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.
- H. The result shall be delivered by mail or carrier to the EAP, who shall then immediately notify and make a copy of the report available to the employee. The Fire Chief or designee shall be notified whether the test results are positive or negative. A drug test shall be considered positive or negative if the confirmation cutoff levels established by SAMHSA are exceeded. An alcohol test shall be considered positive if the blood alcohol content is .05 percent or greater.
- I. Refusal to submit a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical records that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test and the employee shall be placed on a LCA.

5. DISCIPLINARY PROCEDURES

- A. A positive drug and/or alcohol test requested as a result of a serious accident which causes injury to a person or property damage shall be grounds for disciplinary action up to and including termination in accordance with Section C below.
- B. A test resulting in a positive outcome for a legal drug shall result in the following action:
 - 1. The employee may be disciplined for the performance or conduct issue that established reasonable suspicion to test the employee.
 - 2. The employee shall provide within twenty-four (24) hours of request a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the

employee shall be subject to disciplinary action in accordance with Section C below.

3. Before the employee may return to work the employee must provide the Fire Chief with a certificate of fitness signed by the prescribing physician indicating the employment status of the employee. The certificate shall certify that the employee is fit for duty. The certificate of fitness may result in the employee returning to full duty, returning on restricted duty, or receiving a medical separation.
- C. A test resulting in a positive drug screen for an illegal substance or the unlawful use of a controlled substance shall result in the following action:
1. First offense: The employee shall receive a suspension without pay for a period of time based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a LCA, which includes rehabilitation and aftercare.
 2. Before the employee may return to work the employee shall provide the Fire Chief with a certificate of fitness/return-to-duty form signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work. This must occur within ninety (90) days of the drug or alcohol test date. Failure to provide a return-to-duty form within ninety (90) days shall result in disciplinary action up to and including termination. The certificate shall certify that the employee is fit for duty. The certificate of fitness may result in the employee returning to full duty, returning on restricted duty, or receiving a medical separation.
 3. Second offense: The employee shall be suspended without pay pending termination.
- D. A test resulting in a positive screening for alcohol shall result in the following action:
1. First offense: The employee shall receive a suspension without pay for a period of time based on the severity of the infraction and shall be required to seek assistance through the EAP. The employee shall be required to provide a certificate of fitness/return-to-duty from the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider before returning to duty.
 2. Second offense: The employee shall receive a suspension without pay for a period of time based on the severity of the infraction and

shall be required to sign and successfully complete the conditions of a LCA which includes a rehabilitation and aftercare program.

3. Third offense: The employee shall be suspended pending termination. The Fire Chief may decide not to terminate an employee based on mitigating circumstances. If the Fire Chief chooses not to terminate the employee, the Fire Chief shall follow the second offense procedure in this section.

E. Last Chance Agreement

Refusal to sign a LCA shall be considered just cause for termination. The LCA shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the LCA shall be monitored for compliance by the EAP. The LCA shall include but not be limited to the following:

1. The Fire Department shall notify the employee to contact the EAP within five (5) working shifts of employee notification of a positive drug or alcohol test.
2. Compliance with and satisfactory completion of treatment by a Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider. The EAP shall recommend program/provider options. The employee shall select a program/provider, but is not limited to the recommended programs/providers. However, if the employee selects a program other than the provider under contract with the IAFF Insurance Trust, the employee shall be responsible for all expenses.
3. Enrollment and continued attendance in an aftercare program, as necessary.
4. Certificate of fitness/return-to-duty form, signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider releasing the employee to return to work.
5. A Minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require testing at any time the employee is on duty.

6. FIRE FIGHTER APPLICANTS

The Human Resources Department shall identify specific job classifications that require an applicant selected as a new hire to take and pass a drug and alcohol screening. A positive result from the drug and/or alcohol screening may result in

the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a drug screen is positive, the applicant must provide within twenty-four (24) hours of request bona fide verification of a valid, current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant shall not be hired.

7. CONFIDENTIALITY

- A. To ensure the confidentiality of employee's medical records, laboratory reports, test results and observation/incident reports shall not appear in an employee's Human Resources file. Information of this nature shall be contained in a separate confidential medical record that shall be securely kept under the control of the Human Resources Department.
- B. With the exception of the laboratory testing facility, the Employee Relations and Employee Assistance divisions of the Clark County Human Resources Department, the tested individual, and the Risk Management division only for workers' compensation incidents, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

8. TRAINING

Qualified Human Resources personnel shall provide training to all employees regarding how to recognize the signs and symptoms of substance abuse. Training shall be offered at least twice per year; individual consultation by the Employee Assistance staff shall be available upon request.

9. CONFLICT WITH LAWS, STATUTES, OR REGULATIONS

The provisions of any applicable law, statute, regulation or ordinance shall control in the event of any conflict with the provisions of this policy.

ARTICLE 43
Term of Agreement

Except as otherwise provided, this Agreement shall be effective as of July 1, 2006~~10~~¹⁰, and shall remain in effect until June 30, 2010~~1~~¹ and shall continue from year to year thereafter, unless either of the parties shall give written notice to the other for Fiscal

Year 2010~~1~~ - 14~~2~~ in accordance with the provisions of NRS 288, of a desire to change, amend, or modify the Agreement.

This Agreement between the County of Clark, State of Nevada, and Local 1908 of the International Association of Fire Fighters, AFL-CIO, is dated this <DATE>.

APPENDIX A List of Classifications

<u>Class Title</u>	<u>Hours</u>	<u>Schedule</u>
Chief Investigator	8	84
Deputy Fire Marshal	10	78
Emergency Medical Services Coordinator	8	82
Emergency Medical Services Supervisor	24	75
Fire Auto & Equipment Specialist - CDL	8	58
Fire Auto & Equipment Specialist	8	58
Fire Auto & Equipment Supervisor	8	60
Fire Auto & Equipment Technician I - CDL	8	54
Fire Auto & Equipment Technician	8	54
Fire Auto & Equipment Technician II - CDL	8	56
Fire Auto & Equipment Technician	8	56
Fire Captain	24	77
Fire Captain (L)	24	77(L)
Fire Captain Administrative*	8	76
Fire Chemical Engineer	10	64
Fire Department Protection Engineer	10	66
Fire Department Public Information Officer	8	74
Fire Department Training Instructor	10	72
Fire Department Training Officer - Airport	8	76
Fire Department Training Officer	8	76
Fire Department Volunteer Coordinator	8	76
Fire Engineer	24	73
Fire Engineer (L)	24	73(L)
Fire Engineer (J)	24	73(J)
Fire Engineer Administrative*	8	74 (steps 1-2)
Fire Equipment Technician	8	56
Fire Fighter I (Rookie School)**	8	68
Fire Fighter I (Shift)**	24	69
Fire Fighter I (Shift) (L)**	24	69
Fire Fighter I (Shift) (J)**	24	69(L)
Fire Fighter Paramedic I (Rookie School)**	8	68(J)
Fire Fighter Paramedic I (Shift)**	24	69
Fire Fighter II	24	71
Fire Fighter II (L)	24	71(L)

Fire Fighter II (J)	24	71(J)
Fire Fighter II	8	70
Fire Fighter Administrative *	8	70
Fire Inspector Trainee (One Year)	8	70
Fire Inspector	10	72
Fire Inspector (L)	10	72(L)
Fire Investigator I	24	73
Fire Investigator II	24	77
Fire Logistics Officer	8	82
Fire Materials Controller	8	56
Fire Mechanical Supervisor	8	62
Fire Plans Checker	10	74
Fire Systems Coordinator	8	78
HAZ-MAT Coordinator	8	82
Public Fire Education Officer	8	74

The parties have agreed to include the classifications of Chief Arson Investigator, Deputy Fire Marshal, Emergency Medical Services Coordinator, Fire Department Training Officer, Fire Department Training Officer - Airport, and Fire Captain in the Agreement. An employee serving in a non-supervisory classification covered by this Agreement who previously held a rank in Suppression covered by this Agreement shall have the opportunity to revert back to the last held and tested rank in Suppression.

*Administrative Fire Fighter, Administrative Fire Engineer, and Administrative Fire Captain are classifications only for use in connection with the Article 31 long-term disability process.

** Fire Fighter I (rookie school), Fire Fighter I (shift), Fire Fighter Paramedic I (rookie school), Fire Fighter Paramedic I (shift), Fire Fighter I (shift) (L), Fire Fighter I (shift) (J), are all classifications only for use while a new hire employee is in probationary status. At the completion of their probationary status all employees in the above listed classifications are promoted into the Fire Fighter II classifications, schedule 71, **71L**, and **71J**.

*** The Union and the County agree that if the County permanently staffs a Fire Captain at the fire station in Jean, that the position shall be classified as Remote Captain (J) and receive the same remote pay as provided to Fire Fighter (J) and Fire Engineer (J).

APPENDIX B

Salary

1. The County shall maintain a 12.5% pay differential between the top salaries of the classifications of Fire Fighter, Fire Engineer and Fire Captain.

2. Eligible employees in this bargaining unit shall receive compensation throughout the term of the Agreement as reflected in Appendix C, ~~D, E, and F.~~
3. Effective ~~July 1, 2006~~ **the date of this agreement**, eligible employees shall receive a ~~four and one quarter~~ **two** percent (4.25%) **(2%)** COLA increase **salary decrease**. These new salaries are reflected in Appendix C.
4. ~~Effective July 1, 2007, eligible employees shall receive a four and one quarter percent (4.25%) COLA increase. If the index figure of the National Consumer Price Index (CPI) for all Urban Consumers for all items, U.S. Average (1967=100) that is published by the Bureau of Labor Statistics, U.S. Department of Labor, for the year ending March, 2007 is above 5%, this wage provision may be reopened for negotiation. These new salaries are reflected in Appendix D.~~
5. ~~Effective July 1, 2008, eligible employees shall receive a three percent (3.00%) COLA increase. If the index figure of the National Consumer Price Index (CPI) for all Urban Consumers for all items, U.S. Average (1967=100) that is published by the Bureau of Labor Statistics, U.S. Department of Labor, for the year ending March, 2008 is above 5%, this wage provision may be reopened for negotiation. These new salaries are reflected in Appendix E.~~
6. ~~Effective July 1, 2009, eligible employees shall receive a three percent (3.00%) COLA increase. If the index figure of the National Consumer Price Index (CPI) for all Urban Consumers for all items, U.S. Average (1967=100) that is published by the Bureau of Labor Statistics, U.S. Department of Labor, for the year ending March, 2009 is above 5%, this wage provision may be reopened for negotiation. These new salaries are reflected in Appendix F.~~
7. ~~In addition, during the term of this Agreement, if there is an increase in the rate of the retirement contribution for either the regular or early retirement program, the County shall fund the employees' portion of the retirement contribution under the Employer Pay Contribution Plan in the manner provided for in NRS 286.421. This increase, if any, is in lieu of an additional salary increase}.~~
- 4.** Effective July 2006, the County shall pay to IAFF, Local 1908, \$95 per covered bargaining unit person monthly for health insurance.
- 5.** The qualifying rate shall be for four percent (4%) less than the permanent rate. Employees shall be moved to the "Q" rate if serving in a qualifying period or the "P" rate if the qualifying period has been completed. Advancement from this "Q" rate to the "P" rate shall be made upon successful completion of a one (1) year qualifying period.

SALARY SCHEDULES SPAN OVER APPENDICES C, D, E, AND F

APPENDIX G

Workplace SOP/Committee

I. Introduction

Standard Operating Procedures (SOP's) are written guidelines that explain what is expected of fire department employees in the normal course of performing their jobs. The Union and the Fire Department agree that the employees who are affected by SOP's shall be included in the analysis, development, changes and implementation to such workplace SOP's. The committee shall improve the effectiveness and quality of SOP's therefore enhancing the delivery of emergency and non-emergency services to the citizens of Clark County.

II. Committee Responsibilities, Members and Representation

The SOP Committee shall be responsible for:

- Developing and implementing a plan to rehabilitate existing SOP's.
- The creation of the procedure that will outline how to analyze, develop, implement, and track changes to new and existing SOP's.

It is agreed that the formation and existence of the SOP Committee and the actions of the committee shall not infringe, alter, amend or negate any provision or intent of the current collective bargaining agreement.

It is the goal of the SOP committee to ensure that all employees of the Fire Department are represented on the committee. Adequate representation shall enable the committee to accomplish its goals while minimizing delays.

A. Co-Chairman and Alternates

The committee shall be co-chaired by two (2) Fire Department employees with one being selected by the Fire Chief and the other selected by the Union President. The Fire Chief and the Union President shall select alternate co-chairs. It shall be the responsibility of the co-chairs to:

1. Maintain a list of current committee members.
2. Preside over meetings of the committee.
3. Establish agendas for meetings.
4. Assign work to committee members.
5. Schedule, as needed, non-committee employee "experts" or "specialists" to present pertinent information related to an SOP on the agenda.

B. Committee Secretary and Administrative Secretary

The Fire Chief shall appoint an Administrative Secretary. The Administrative Secretary's role shall be as follows:

1. Receiving and disseminating information including feedback and draft comments to committee members.
2. Maintaining a written historical account of committee activities and all changes.

3. Maintaining minutes of committee meetings including the status of current changes to SOP's. Minutes of committee meetings shall be distributed to the committee members, the Fire Chief, and Union President after each meeting for discussion at the next meeting.
4. Maintaining the master documents of the committee and the Fire Department.
5. Distributing to all committee members, the Fire Chief, and Union President a proposed agenda for the next scheduled meeting.

C. Representation

The committee shall be comprised of two (2) co-chairs, a Deputy Chief selected by the Fire Chief and six (6) (four (4) standing and two (2) alternates) selected by the Union President from suppression (fire and emergency medical services), fire prevention, and training,

III. Resources

The committee shall categorize the SOP's into the following resources documents:

1. ***Standard Operating Procedures (SOP) Manual***
This is a manual that contains the SOP's encountered in the workplace. SOP's shall follow a specified format.
2. ***Form List***
This resource would contain a complete set of all current forms utilized at the Fire Department.
3. ***Resource Lists***
Masters of all resource and information lists including phone lists, address lists, etc.
4. ***Directives***
A directive is issued by the Fire Chief to address an item of emergency. A directive shall have a life span not to exceed 120 days. The committee shall address the directive at its next scheduled meeting. The co-chairs shall analyze the results of and feedback from the directive, determine whether or not the directive is still needed, and if so, determine if the directive shall become a Rule and Regulation, or an SOP. If they determine that the directive shall become an SOP, the committee shall make necessary changes resulting from the analysis and feedback, and convert the directive into the SOP format. The new proposed SOP shall then go through the process as described in section V. in order to become an SOP. The original directive shall remain in effect if it is an item of emergency until the proposed SOP goes through the new SOP process as described in section V. If the co-chairs determine that a directive is no longer needed or obsolete, then the directive shall expire after a life span of 120 days or upon notification via electronic mail that the directive is no longer in effect, whichever is earlier.

IV. Revisions/Changes

A. Revision/Change Process

The process of revising current SOP's shall be initiated by submitting a Standard Operating Procedure Request form and submitting the request to the Committee Secretary by the 1st day of every month. The committee shall review the recommended changes and determine what changes shall be made. Once a change is recommended by the SOP committee, the committee shall have 90 days to make the necessary changes and implement the revised SOP.

B. Revision Rewrite Process

- a. Development – Committee members shall be assigned specific rewrites. The assigned members shall be responsible for developing revisions with input from affected employees. Revisions shall be presented to the committee.
- b. Feedback – Revisions in draft form shall be forwarded to all employees for feedback through the use of committee minutes. Department employees shall be able to provide feedback for one (1) month.
- c. Committee Feedback Review – All feedback shall be reviewed by the committee following a one-month period of draft.
- d. Implementation – The committee shall determine an appropriate implementation plan. All rewrites shall be finalized by placing them into the Fire Department Intranet Form Library.

V. Normal Operation

The Union and the Fire Department recognize that SOP's must follow a consistent system for analysis, development, implementation, and tracking. The Department's acceptance and institutionalization of these items is dependent on their existence and use over time. The Union and the Fire Department agree that any changes to those procedures, programs, and resources controlled by the committee shall be accomplished on an annual basis. New procedures, programs, and resources shall be accomplished twice a year.

A. New SOP's

New SOP's shall be initiated by submitting a Standard Operating Procedure Request form to the Committee Secretary by the 1st day of every month. New SOP's shall follow the process below that requires three (3) months as work. At the completion and acceptance of the SOP by the committee, the new SOP shall be implemented and distributed as specified.

B. Normal Operation Process

1. Analysis

- a. Committee receives and reviews requests for changes and new items.
- b. Committee reaches consensus agreement on need for change.

2. Development

- a. Committee assigns responsibility for development to a committee member.
- b. The assigned committee member shall be responsible for developing changes using necessary input from affected employees.
- c. Developed changes shall be presented to the committee.

3. Feedback

- a. Changes in the form of a draft proposed SOP shall be sent via electronic mail to all employees for feedback.
- b. Department members shall be able to provide feedback for thirty (30) days.
- c. All feedback shall be reviewed by the committee following the thirty (30) day period.
- d. Feedback shall be discussed at the next SOP committee meeting. Committee members shall present any proposed changes resulting from feedback for committee review.

4. Implementation

- a. The committee shall determine an appropriate implementation plan.
- b. The new or changed SOP shall be placed onto the Clark County Fire Department Intranet Library, and a copy or link sent electronically to all employees.

VI. Communications

- A. Email – Email shall be the primary means of communication for all employees of the department. Feedback shall be sent via email to the Committee Secretary for collection and dissemination to the committee members.
- B. Committee Email Groups – All committee members shall have a Clark County email address. Primary communication between committee members shall be accomplished using this email group.
- C. Minutes – Minutes from committee meetings shall be sent to all SOP committee members, the Fire Chief, and the Union President following each meeting. The Administrative Secretary shall maintain a master list of all committee minutes.
- D. Historical Document – A Historical Document shall be maintained to ensure all changes made by the committee are archived. A change tracking form shall be initiated with each change.
- E. Intranet Library – Completed revisions and changes shall be placed and maintained on the Clark County Fire Department Intranet Library by the Administrative Secretary. A hard copy of the resources shall be maintained in each Fire Station Library.

VII. Implementation

Implementation Process – The final step of implementing a new or changed SOP shall occur with all employees of the Fire Department being notified via electronic mail. The new or changed SOP shall take effect within 30 days of this notification and shall also be posted on the Department's Intranet Information Page.

APPENDIX H RULE AND REGULATION PROCEDURES

1. Introduction

- A. A Rule and Regulation is the Fire Department's rule of law that requires certain actions and conduct or restricts certain actions and conduct. A Rule and Regulation differs from Standard Operating Procedures, which serve as a guideline for desired action and conduct.
- B. The Union and the Fire Department agree that before the implementation of any new or changed Rule and Regulation a detailed analysis regarding the changes to workplace rules should be conducted. The Union and the Fire Department are committed to the establishment and maintenance of Rules and Regulation.
- C. All new or modified Rules and Regulations shall only become effective upon approval by the Board of County Commissioners. New Negotiable Rules and Regulations or any changes to existing negotiable Rules and Regulations shall only become effective upon ratification by members of Local 1908 and approval of the Board of County Commissioners. Any proposed Rule and Regulation, which relates to a mandatory subject of bargaining under NRS 288, is subject to negotiation between the parties in accordance with the procedures of NRS 288. Furthermore, any dispute arising between the parties concerning any proposed or implemented modification of a negotiable Rule and Regulation shall be subject to the provisions of Article 23, Grievance and Arbitration procedure. Any dispute arising between the parties concerning any proposed or implemented modification of a non-negotiable Rule and Regulation shall be resolved through the EMRB process.

2. Committee Members and Responsibilities

- A. The Committee shall be comprised of Four (4) members. Two (2) shall be selected by the Fire Chief and two (2) shall be selected by the Union President.
- B. The Rule and Regulation Committee shall be responsible for:
 - 1. Developing and implementing any new or changed Rule and Regulation.
 - 2. The creation of a procedure that shall outline how to analyze the effect the new or changed Rule and Regulation shall have once implemented.

- C. It is agreed that the formation of a Rule and Regulation Committee and the actions of the committee shall not infringe, alter, amend or negate any provision of the current Collective Bargaining Agreement.

3. Administrative Secretary

The Administrative Secretary shall be responsible for:

- A. Receiving and disseminating information including feedback and draft comments to committee members.
- B. Maintaining a written historical history of committee activities and all changes.
- C. Maintaining minutes of committee meetings including the status of current changes.
- D. Maintaining the master documents of the committee and the Fire Department.

4. Implementation

The process of implementing a new or changed Rule and Regulation shall occur after its ratification by the Union membership if a negotiable Rule and Regulation, and approval by the Board of County Commissioners. Once approved, all employees of the Fire Department shall be notified via-electronic mail, as well as an attachment to their paychecks. The attached Rule and Regulation must be signed for by the employee. All signed acknowledgements shall be placed in an employee's departmental file for record keeping purposes. The new or changed Rule and Regulation shall also be posted on the Department's Intranet information page.

5. Disciplinary Procedure

Any discipline that results from a violation of any Rule and Regulation shall be subject to the disciplinary procedures contained in Article 23 of the Collective Bargaining Agreement.

APPENDIX I

Clark County Fire Department Substance Abuse Observation Form **(A supervisor must individually complete one of these forms)**

Employee's Name _____

Name Of Supervisor Observing Behavior _____

Name Of Dept. Head Or Designee _____

Date Of Observation _____

Principal reason for test:

- ☐ **Direct observation of drug or alcohol use. Including actual possession and/or physical symptoms of being under the influence of drugs and/or alcohol.**
- ☐ **A pattern of abnormal conduct or erratic behavior.**
- ☐ **An injury or accident on the job, or involvement in any unsafe on-duty job-related activities that pose a danger to other employees or citizens.**
- ☐ **Category II medication incident.**

Check each item that best describes the current situation

Current behavioral patterns:

EMPLOYEE'S APPEARANCE

- _____ Disheveled
- _____ Dilated Pupils
- _____ Bloodshot eyes
- _____ Needle Marks
- _____ Sniffing, runny nose, hoarseness, coughing
- _____ Deterioration of physical appearance
- _____ Tremors
- _____ Alcoholic beverage or chemical odors
- _____ Drowsiness

MOOD

- ☐ Extreme sensitivity/Over reactive
- ☐ Irritability/Short temper
- ☐ Extreme/Quick mood swings
- ☐ Mood is significantly different than normal

ACTIONS

- ☐ Physically assaultive or threatening
- ☐ Unusually talkative or unusually quiet
- ☐ Making incoherent statements on the job
- ☐ Frequent emotional outbursts
- ☐ Excessive absenteeism or tardiness

Brief Summary Of Observed Behavior (Attach And Sign Additional Sheets If Necessary)

Based On The Above Checklist And Observed Behavior, Is There Reasonable Suspicion To Believe This Employee Is Unfit For Duty/Impaired?

☐ Yes ☐ No

Should The Employee Submit To A Substance Abuse Test?

☐ Yes ☐ No

Observer's Signature

Date

APPENDIX J

Voluntary Rehabilitation Agreement

This agreement is entered into this “number” day of the “month/year”, by and between the Clark County Fire Department (CCFD), IAFF Local 1908 (IAFF) and “employee name” (employee).

This Voluntary Agreement is in accordance with the voluntary disclosure section of the department’s Substance Abuse Policy (SAP), and outlines the procedures that must be followed by an employee who enters into a rehabilitation program as a result of self-disclosure for an alcohol or drug problem. The requirements to remain under the Voluntary Rehabilitation Agreement are:

1. The employee signs a medical release allowing the EAP to verify if the employee is in treatment and adhering to and completing the program.
2. Within five (5) working days of being notified of this Voluntary Rehabilitation Agreement, the employee shall contact the department’s EAP.
3. The EAP shall recommend program/provider options for the employee. The employee shall select a program/provider, but is not limited to the recommended programs/providers. However, if the employee selects a program other than the provider under contract with the IAFF Insurance Trust, the employee shall be responsible for all expenses.
4. The employee shall agree to be treated by, and shall comply with, a Bureau of Alcohol and Drug Abuse certified rehabilitation program or provider. The costs shall be borne either by the employee’s health insurance, if he /she has selected a program or provider under contract with the union’s health insurance trust, or by the employee.
5. The EAP shall, on an ongoing basis, monitor compliance and completion.
6. If at any point during the term of this Voluntary Rehabilitation Agreement the employee has not complied with or completed treatment, the EAP shall inform the Fire Chief and IAFF president of this fact. The non-compliance or non-completion shall result in the employee being subject to the disciplinary procedures outlined in Section 5 “Disciplinary Procedures” of the SAP.
7. The employee shall enroll in, and continue to attend an aftercare program, as necessary.
8. The employee shall provide bi-weekly updates to the EAP as to his/her progress with the rehabilitation program.
9. Before the employee may be allowed to return to work, the employee shall provide the Fire Chief with a certificate of fitness/return-to-duty form signed by the Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider, releasing him to return to work.

This certificate/form is required to be presented to the Fire Chief within ninety (90) days of receipt of this Voluntary Rehabilitation Agreement.

10. Prior to returning to work the employee must submit to one alcohol or drug test, based on the type of self-disclosure reported under this Agreement. A positive test result shall be the same as a positive test outlined in 4H of the SAP.
11. Once the test results from Section 10 above are received, the employee shall attend a return-to-work meeting with the EAP, FASM and if he/she chooses the Union representative.
12. Once the employee has successfully returned to work, he/she shall make himself/herself available to the EAP once a month for any needed aftercare for a period of one year from the start of the program.
13. The employee shall be subject to a maximum of four (4) random tests based on the type of disclosure over a period of one (1) year from the date of returning to duty. The Fire Chief or designee may require this testing any time the employee is on duty. A positive test shall be the same as a positive test outlined in the SAP.
14. One (1) year after the start of the rehabilitation program, there shall be a combined meeting of the EAP, the FASM and if he/she chooses, the union representative. This meetings purpose shall be to evaluate the employee's continued progress of recovery.
15. The employee understands that either non-compliance with, or non-completion of treatment, and/or a positive test pursuant to the testing required in Sections 10 and 13 above, shall result in the employee being subject to the disciplinary procedures of the SAP.

The employee acknowledges that he has received, read and understands this Agreement, and that he accepts and agrees to be bound by the terms of the Agreement.

**LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA**

**REPRESENTATION OF POSITIONS
FIRE CAPTAIN (BATTALION CHIEF ASSISTANT)
FIRE CAPTAIN (FIRE HEALTH & SAFETY OFFICER/INCIDENT SAFETY OFFICER)**

1. The Union and the County agree that the classification of Fire Captain (Battalion Chief Assistant) in compliance with NFPA 1710 shall be represented by the IAFF, Local 1908 non-supervisory Collective Bargaining Agreement.
2. The Union and the County agree that the classification of Fire Captain (Fire Health & Safety Officer/Incident Safety Officer) in compliance with NFPA 1521 shall be represented by the IAFF, Local 1908 non-supervisory collective bargaining agreement.
3. The Union and County agree that these two (2) classifications shall be placed at schedule 77 of the salary range.
4. The Union and the County agree to mutually establish the job descriptions, minimum educational and experience qualifications.
5. The Union and the County agree that the County shall determine the number of positions to be created for these classifications and the time frames for funding the positions.
6. The Union and the County agree that if the positions are created and funded the employees serving in these positions shall receive the salary and benefits, including all appropriate premium pays established in the collective bargaining agreement. These positions shall become full time bid positions for Captains, and shall not be a manpower pool in accordance with Article 29 of the Collective Bargaining Agreement.

**LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA**

WELLNESS/FITNESS PROGRAM

During the term of this Collective Bargaining Agreement, if the County determines that a Wellness/Fitness program shall be instituted, prior to its implementation the program shall be negotiated between the Union and the County.

**LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA**

STATION SECURITY

1. The Union and the Fire Chief agree to meet thirty (30) days after the ratification and approval of this Collective Bargaining Agreement to establish an implementation plan for Fire Station security features.
2. The Fire Chief agrees to utilize the current available funds in the Fire Department security budget of FY 2006-07 to purchase necessary security features.
3. The Union and the Fire Chief agree that in order to safeguard the stations that have no perimeter security, a fence shall be erected around the employee parking area at those stations, as the first priority.
4. The Fire Chief shall make Fire Station security features as a priority budget item in his request for capital allocations on an annual basis during the term of this Collective Bargaining Agreement, until no longer necessary.
5. Funds for security features are dependent on the approval by the Board of County Commissioners of the Fire Department capital budget submission.

**LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA**

**PAY AND BENEFITS FOR EMPLOYEES DEPLOYED OUTSIDE OF CLARK COUNTY FOR
NON-FEMA USAR FIRE FIGHTING SERVICES**

1. Under the direct orders of the Fire Chief, the Union (Local 1908) and the County agree that employees covered by the IAFF Local 1908 non-supervisory agreement shall be entitled to all pay and benefits provided through this Collective Bargaining Agreement, regardless of location of deployment of carrying out their fire service duties.
2. The Union and the County further agree that employees shall be eligible for travel time, in accordance with FLSA, regardless of their location in carrying out their fire service duties.

LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA

CLASSIFICATION ELIMINATION

1. The Union and County agree to eliminate the classification of Fire Department Public Information Officer, and remove the classification title from Appendix A of this agreement.
2. The Union and County agree that the incumbent Fire Department Public Information Officer shall be returned to his last held and tested rank in Suppression.

LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA

FREEZE OF STEP INCREASE AND ADVANCEMENTS FROM “Q” RATES TO “P” RATES

1. Effective from the signing of this Collective Bargaining Agreement through twelve (12) months after, there shall be no step increases for those employees who hold an entry level position classifications. Employees shall not receive a step increase until one (1) full year after the scheduled date of their next step increase.
2. Effective from the signing of this Collective Bargaining Agreement through twelve (12) months after, there shall be no advancements from “Q” rates to “P” rates for employees on qualifying periods. Employees shall not receive advancement to “P” rates until one (1) full year after the completion of their qualifying period.
3. The above actions are a one-time deviation, for a twelve (12) month period noted in paragraph 1 and 2 above, from the regular practice of awarding step increases and the regular practice of advancing from “Q” rates to “P” rates as identified in Appendix B.

**LETTER OF AGREEMENT
BETWEEN
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
AND
CLARK COUNTY, NEVADA**

Suspension of Article 22, Section 1, 2 and 3 Payment of Tuition Fees

1. **The Union and the County agree to suspend payment of tuition fees under Article 22 Payment of Tuition Fees in Sections 1, 2 and 3, effective from the signing of this collective bargaining agreement until June 30, 2011.**
2. **The Union and County agree the remainder of Article 22 Payment of Tuition Fees in Sections 4, 5, 6, 7, and 8 shall remain as current language, and all provisions of these sections shall be paid in the manner detailed in Article 22.**
3. **The Union and County agree that effective June 30, 2011 the entire Article 22, Payment of Tuition Fees shall be reinstated and all fees shall be paid prospectively in the manner detailed in Article 22.**