

# **ATTACHMENT I SUMMARY OF CHANGES**

## **ARTICLE 7 – UNION REPRESENTATION**

Deleted language referencing Union Leave Program and reimbursement from the Union.

## **ARTICLE 8 – UNION BUSINESS LEAVE**

Deleted language referencing Union Leave Program and reimbursement from the Union.

## **ARTICLE 12 – GRIEVANCE AND ARBITRATION PROCEDURE**

Language modified to streamline and expedite the grievance and arbitration procedure, along with modifying the definition of a working day.

## **ARTICLE 13 – PHYSICAL EXAMINATIONS**

Deleted language to modify outdated testing requirements.

## **ARTICLE 14 – HOLIDAYS**

Language added to provide for any additional legal holiday recognized by the County to be recognized for employees covered by this contract. Holiday pay shall be paid on the payday in which the holiday falls.

## **ARTICLE 15 – SICK LEAVE**

Language changed to require members to provide a Certificate of Illness (COI) after six (6) shifts. To encourage advancement to the rank of Battalion Chief, language was modified to allow for a 100% cash out after twenty-five (25) years of service.

## **ARTICLE 18 – SERVICE CONNECTED DISABILITY**

Language modified to acknowledge injury/illness and update gender specific references and pronouns.

## **ARTICLE 21 – VACATION**

One (1) additional vacation shift was added, and language modified to convert shifts into hours to reflect how its recorded in our payroll system.

## **ARTICLE 22 – RECALL OF EMPLOYEES**

Language included to define hours worked in a twenty-four (24) hour suppression position to be considered in the maximum hours allowed to work.

## **ARTICLE 24 – SHIFT OPERATION**

Any changes to the present method of shift operation for 40-hour employees shall be a subject matter for further bargaining.

## **ARTICLE 30 – COMPENSATION FOR TEMPORARY STATUS CHANGE**

Language modified to define temporary reassignment as working in a position for eighteen (18) months or less. Temporary assignment from a 56-hour to 40-hour workweek requires County Manager approval. Language deleted referencing requirement of completion of the Battalion Chief Task Book.

**ARTICLE 35 – SHIFT AND DUTY STATION VACANCIES**

Deleted language which provided for any Captain performing Fire Battalion Chief duties to be paid for the entire shift regardless of hours worked. Modified language to reflect twenty-four (24) months as opposed to two (2) calendar years.

**ARTICLE 37 – PREMIUM PAY**

Effective July 1, 2022, a Fire Battalion Chief is no longer required to maintain any EMS certification. The Training Division Battalion Chief will receive premium pay at the rate of ten percent (10%) of their base salary in addition to any other applicable premium pay(s).

**ARTICLE 39 – TERM OF AGREEMENT**

The parties agreed to a three (3) year term effective July 1, 2022, through June 30, 2025.

**ARTICLE NEW – STATEMENT OF EARNINGS/TIMING OF COMPENSATION**

Clarifies manner in which an itemized earning statement and deductions will be communicated, as well as when compensation will be available. An employee voluntarily separating must submit a written letter of resignation or retirement (indicating effective date) to the Fire Chief.

**APPENDIX A – LIST OF CLASSIFICATIONS**

New classification title of *Fire Battalion Chief Training* added. A Battalion Chief assigned to 8/10-hour schedule may fill vacant overtime Battalion Chief positions outside of their regular scheduled hours of work; there will be no conversion of 8/10-hour to 24-hour shift benefits because of an overtime assignment. If an 8/10-hour shift is modified for operational needs, the modification will be made to a regular schedule shift and not any overtime provisions found in this agreement. Modifications shall not exceed twenty (20) shifts per quarter.

**APPENDIX B – SALARY SCHEDULE**

Advancement from step 1 to step 2 of the salary schedule upon successful completion of one (1) year qualifying period. Adjusted monthly health insurance from \$95 to \$97 per covered member.

**APPENDIX E – RULES AND REGULATIONS PROCEDURES**

Language added to allow for allow for one (1) member of the Rules and Regulations committee to be selected by the Union president from the supervisory bargaining unit.

**LETTER OF AGREEMENT – PROCEDURE/DISCIPLINE FOR A GROSS MISDEMEANOR OR DUI ARREST/CONVICTION**

The parties agree to create a Rule and Regulation for a Gross Misdemeanor or DUI Arrest/Conviction.

**LETTER OF AGREEMENT – CREATION OF BATTALION CHIEF ASSIGNED TO THE TRAINING CENTER**

Deleted Letter of Agreement in its entirety.

**RULES & REGULATION 2.2 ABSENCE FROM DUTY WITHOUT PROPER AUTHORIZATION, ABSENCE FROM DUTY WITHOUT AVAILABLE PROPER LEAVE**

Reference to Fire Chief modified to Department Head or their designee, and a written reprimand shall now be administered for a first offense. Language included to define a no-call/no-show and its corresponding corrective action.

### **RULES AND REGULATIONS 2.3 – CURRENT ELIGIBILITY LIST**

Clarifies that when the Board of County Commissioners approve a new position, that date determines the eligibility list. The Fire Chief may designate a specific number of employees in permanent position types as NRS exempt who meet the minimum requirements.

### **RULES AND REGULATIONS 2.4 – GENERAL CONDUCT**

General conduct rules expanded to apply to employees out of uniform when they self-identify as a County Fire Department employee, or while wearing shirts/hats with the department's insignia. All photos/videos taken at a scene are property of Clark County Fire Department and shall not be shared outside of the department.

### **RULES AND REGULATIONS 2.5 – HEARING PROTECTORS**

Requirement memorialized that hearing protection has been distributed to all Operation employees and all employees shall comply with the Department Workplace Safety Manual.

### **RULES AND REGULATIONS 2.6 – LATE FOR DUTY**

Employees late for duty shall receive a prescribed level of corrective action based upon the number of offenses, with the Fire Chief maintaining discretion to consider mitigating circumstances at the level of termination.

### **RULES AND REGULATIONS 2.7 – LEAVE OF ABSENCE**

Any employee who desires a leave of absence shall make a written request through the Deputy Chief of Operations.

### **RULES AND REGULATION 2.8 – OFFICIAL COMMUNICATIONS**

Modified language to allow for official communication to be made through the proper chain of command as opposed through specifically the ranks at only the Fire Department. Department rosters containing any and all personal information shall not be available to the general public.

### **RULES AND REGULATION 2.9 – SAFETY EQUIPMENT – PROTECTIVE CLOTHING**

Clark County Fire Department will provide safety equipment as outlined in Article 11 of the collective bargaining agreement and any other equipment mandated by state or federal law, including those to protect against the spread of infectious diseases.

### **RULES AND REGULATIONS 2.11 - VEHICULAR ACCIDENT (POST-ACCIDENT TESTING)**

Current procedure being implemented for post-accident memorialized, along with repetitive language from the collective bargaining agreement deleted to avoid confusion.

### **RULES AND REGULATIONS 2.12 – TRADING WORK DAYS**

A workday trade must be approved in the departments staffing system and approved by the employee working the trade in the staffing system. Stipulation added to payback time that requires a minimum of seven (7) days' notice.

### **RULES AND REGULATIONS 2.13 – UNSAFE CONDITION REPORT – SAFETY COMMITTEE**

Any employee covered by this bargaining unit who is aware of a health and safety hazard shall complete the "Potential Unsafe Unhealthy Condition or Situation Report" form (available at each work site) and submit to immediate supervisor. Supervisor, when able, shall implement

corrective action and submit completed form within three (3) days to immediate supervisor. If unable to take action, the form must be submitted within twenty-four (24) hours.

**RULES AND REGULATIONS 2.14 – CATASTROPHIC LEAVE**

Language deleted to remove the Human Resources Department from the process and maintain Risk Management as the recipient of all application forms. 8/10-hour employees may use 80-hours and 24-hour employees may use 120 hours of catastrophic Leave to care for a family member. An employee's immediate family definition expanded. Bedridden definition expanded to include the attendance at physician appointments and the receipt of necessary medical treatment related to their catastrophic illness.

**RULES AND REGULATIONS 2.17 – BILINGUAL PAY**

Human Resources shall select, approve, and administer the proficiency exam. Failure to attend the appointment shall result in a three (3) month penalty from rescheduling another test. With a valid reason the Fire Chief or designee can waive the penalty.

**RULES AND REGULATIONS 2.18 – DISCIPLINARY PROCESS POLICY**

Language modified to highlight existing language and remove outdated documentation.

**RULE & REGULATION 2.19 – GUIDELINES FOR INTERNAL PANELS, WRITTEN REPRIMAND DISCIPLINARY HEARING**

Inaccurate citation corrected, along with language modifications and corrections to gender specific references and pronouns.

**RULE & REGULATION 2.21 – EMPLOYEE CONTACT INFORMATION (TELEPHONES & ADDRESSES)**

Employee required to have an active telephone number to be recalled while off duty, in lieu of a telephone at their place of residence. Any address or telephone number change must be reported by the end of the employee's first shift.

**RULES AND REGULATIONS 2.23 – HAZING/SEXUAL HARASSMENT**

This Rule and Regulation is in addition to the Clark County Equal Opportunity, Non-Discrimination, and Anti-Harassment Policy. Language streamlined to provide employees clear guidance in identifying and reporting incidents of hazing and/or sexual harassment.

**RULES AND REGULATIONS 2.25 – CERTIFICATE OF ILLNESS/INJURY**

A Certificate of Illness/Injury shall cover sick leave if documentation is dated the sick day missed or not more than one (1) calendar day before or three (3) calendar days after sick leave of absence.

**RULE & REGULATION (NEW) – DRIVER'S LICENSE INSPECTION**

The Battalion Chief or appropriate supervisor is responsible for ensuring that all inspections are completed quarterly and that all personnel have proper credentials.