

ATTACHMENT II

ARTICLE 1 Preamble

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

In accordance with the provisions of N.R.S. 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.

ARTICLE 3 Strikes

1. The Union agrees there will be no stoppages of work, slowdowns or strikes of any kind during the term of this Agreement.
2. At all times during the term of this Agreement, the employees covered will continue to furnish efficient fire protection services.

ARTICLE 4 Management Rights

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

- a. 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.
- b. The right to reduce in force or lay off any employee covered by this Agreement, subject to the provisions for reductions in force as provided in Article 26 of this Agreement.
- c. The right to determine:
 - (1) Appropriate staffing levels and work performance standards, except for safety considerations.
 - (2) The content of the workday including, without limitation, workload factors, except for safety considerations.
 - (3) The quality and quantity of service to be offered to the public.
 - (4) The means and methods of offering those services.
- d. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to N.R.S. 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.
- e. The ultimate right and responsibility to manage its operation in the most efficient manner.
- f. 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, sexual orientation, gender identity or expression, age, disability, national origin, or because of political or personal reasons or affiliations or any other protections under applicable federal, state, or local laws.

ARTICLE 6
Check Off - Dues Deduction

The County agrees to deduct from the payment and reflect on the pay 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.

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.

1. 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 for twenty (20) days each year ending October 20. Such provision shall 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.
2. 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 Representation

1. The County recognizes that it may be necessary for officers of the Union to perform certain Union duties during the period they are 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 and Section 3 below.~~

- ~~2. The full cost of all Union business identified in this Article and Article 8 *Union Business Leave* shall be reimbursed in accordance with the procedures outlined in the negotiated Union Leave Program.~~
3. The Union agrees that all Union duties or functions required of its representatives shall be performed outside work or duty hours to the maximum extent possible. Union officers desiring to perform Union duties required while they are on duty must advise and receive approval of the Fire Chief or their designee. Such approval will not be unreasonably withheld. The Union agrees that the performance of such duties shall be accomplished as expeditiously as possible.
4. The County agrees that in the event of the renegotiation of this Agreement and the continued qualification of the Union as the exclusive representative of the employees covered by this Agreement, the County shall allow a maximum of three (3) members of the Union negotiating committee to attend negotiation meetings.
5. The Union President or designee may be entitled, at the sole discretion of the Fire Chief or their designee, 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. Such officers and members of the Union, as may be designated by the Union, may be granted leave from duty ~~subject to the provisions of the Union Leave Program~~ for business such as, but not necessarily limited to, attending educational conferences, seminars and training courses for the improvement of the fire service, all committees and employee representation that arise out of language negotiated out of the collective bargaining agreement, and/or the rules and regulations. A maximum of two (2) members of this bargaining unit shall be allowed to use Union Business Leave concurrently, unless prior approval for additional member(s) is authorized by the Fire Chief or designee.
2. At any given time only one (1) Union officer/member shall be authorized the necessary time off with pay ~~subject to the provisions of the Union Leave Program~~ to attend the monthly executive board, Union membership and insurance trust meetings.
- ~~3. Union Leave Program~~

- a. ~~In compliance with NRS 288.225, the Union shall fund the Union Leave Program with:~~
- i. ~~Employees covered by this agreement may donate vacation leave into the IAFF Union Leave Bank.~~
 - ii. ~~All hours in the Union Leave Bank as of June 30 shall be rolled over July 1 of every successive year. This paid union leave may be used by eligible members for official Union business as defined by IAFF Local 1908 President.~~
 - iii. ~~The parties mutually agree that the IAFF Union Leave Bank will be established within thirty (30) days of approval of this agreement by the Board of County Commissioners.~~
 - iv. ~~Employees holding permanent status may donate leave into the IAFF Union Leave Bank by completing a leave donation form and submitting it to their supervisor. The supervisor shall forward the request to their department payroll representative who shall then provide it Comptroller/Records Division of Finance. An employee may donate between one (1) and twenty-four (24) hours from vacation leave and/or compensatory leave. Donated time shall be used hour for hour except for in a backfill situation where it shall be an hour and a half per hour.~~
 - v. ~~When taking Union Leave, Union officers and/or representatives will be required to submit a leave request form to the Fire Chief or designee. The Fire Chief or designee shall identify on the leave form whether the leave requires additional coverage by another member of the collective bargaining unit during the identified Union leave period, and forward it to the department payroll representative who shall then provide it to the Comptroller/Records Division of Finance.~~
 - vi. ~~If the Union Leave Bank does not contain sufficient hours for the requested Union Leave by end of each billing cycle, the Union agrees to pay the County the full cost of all paid time for Union Leave, to include additional compensation and benefits for related coverage granted to employees pursuant to this article for all the union leave in excess of the Union Leave Bank.~~
 - vii. ~~Within five (5) business days of the end of each quarter, the County will provide the Union with an invoice for the paid time used in the prior quarter that was not covered by the Union Leave Bank. The Union shall remit full payment based on each invoice to~~

~~the County within forty-five (45) business days of receipt. If any payment is not received by the County within forty-five (45) days because of a billing dispute over the invoice, then the Union shall notify the County by email to arrange a meeting to resolve within ten (10) business days of invoice due date.~~

~~viii. The County may use all legal means to collect payment from the union.~~

~~4. The parties recognize that the above Union Leave Program satisfies the requirements of NRS 288.225.~~

ARTICLE 9 Seniority List

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 training website 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 10 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 11

Safety and Health

1. The County and the Union shall cooperate fully on all matters concerning the safety and health of members of the County and the safety and sanitation of department equipment and buildings.
2. 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 and batteries
 - k. Lockers inside the station and lockers for PPE
 - l. SCBA Facemask
 - m. Multi-Purpose Half Mask Respirator (NIOSH approved to the P100 filter class)
 - n. Safety Goggles
 - o. Any other equipment that is mandated by state or federal law or regulation to protect against the spread of infectious diseases.
 - p. Cellular phones

3. Safety steel/composite toe work boots or shoes shall be worn by all employees covered by this Agreement while on duty.
 - i. The Fire department shall provide all fire apparatus with David Clark or equivalent communications/hearing protection system in accordance with NFPA 1500.
 - ii. 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.
 - iii. 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.
 - iv. Fire Battalion Chiefs shall have Incident Command Certification in Hazardous Materials, Technical Rescue, or Mass Casualty. Those Fire Battalion Chiefs who do not hold these certifications shall be provided with the appropriate classes to complete each of these certifications. These classes shall be provided by the County, on duty, and at no cost to the Fire Battalion Chief.
 - v. As per current NFPA 1500 chapter 5.12, the County 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 12
Grievance and Arbitration Procedure

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. **All completed EIS' shall be forwarded to the Union President or designee.**
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~~ **Fire Chief hearing or County Manager meeting**, 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 **their** position, as outlined in this paragraph.
6. A working day, as referred to in this Article, is defined as Monday through ~~Friday~~ **Thursday**, 8:00 AM until 5:00 PM, excluding **Friday**, Saturday, Sunday, and holidays.
7. Discipline
 - a. 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.

- b. 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.
- c. 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.
- d. Supervisors and/or Fire Department management 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~~ **their** supervisor and/or Fire Department management. Any time an employee believes ~~he/she is~~ **they are** going to receive discipline as a result of a meeting with his supervisor / and/or Fire Department management, ~~he/she~~ **they** 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.
- e. Upon written request of the employee to the Deputy Director of Human Resources, the employee shall have the right to review items in ~~his/her~~ **their** 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.
- f. 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.

- g. 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.
- h. 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 a Fire Department management 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~~ **they** 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~~ **their** decision. **The Fire Chief shall have ten (10) working days to deliver their decision associated with the findings. The Fire Chief may request a timeline abeyance. All decisions related to the JIT shall be forwarded to the Union President.** An incident already reviewed by the Incident Information Advisory Team (IIAT) as outlined in Rule and Regulation 2.10, 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~~ **their** right to Union representation during the IIAT investigation.
- i. 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.

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~~ **their** 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.

Suspensions, Demotions or Terminations

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 Deputy Director of Human Resources. The Fire Chief may select up to two (2) Fire Department management employees to attend the hearing. The Fire Chief, or ~~his/her~~ **their** 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 employee shall read the discipline notice to the employee. The employee or ~~his/her~~ **their** 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 Deputy Director of Human Resources. The decision shall include a statement as to the reasons the suspension, demotion or termination was or was not imposed, or amended.

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 ~~Deputy~~ Director of Human Resources within five (5) working days of receipt of the decision. **The Director of Human Resources shall contact the arbitrator within fifteen (15) calendar days of receipt of a written request for arbitration. The Union's attorney, or the employee if not represented by the Union, shall be copied on all correspondence with the arbitrator.**
8. Contract Interpretation
- A. Conflict/Dispute Resolution

(4) 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 the decision is unacceptable or untimely, the employee, or the Union on behalf of the employee, may file a grievance within the timelines outlined**

~~in Step 1, 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 1 - 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 Deputy Director of Human Resources as representative of the County Manager. **An employee, or the Union on behalf of an employee, who believes that they have 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 Human Resources Director as representative of the County Manager 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, citing the Article and Section, and shall state the requested remedy.**~~
- ~~(2) The County Manager or his/her **their** 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~~ **their** decision.

D. Step 32 – Arbitration

- (1) 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 ~~Deputy~~ Director of Human Resources within five (5) working days of receipt of the decision. **The Deputy Director of Human Resources shall contact the arbitrator within fifteen (15) calendar days of receipt of a written request for arbitration. The Union's attorney, or the employee if not represented by an attorney, shall be copied on all correspondence with the arbitrator.**

9. Arbitration

- A. At the signing of this Agreement, the arbitrators selected in accordance with Article 23 of the non-supervisory agreement shall be utilized.
- B. 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 (1) arbitration. The arbitrator shall, within a reasonable period of time prior to the arbitration date, inform both parties of ~~his/her~~ **their** decision regarding consolidation.
- C. 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~~ **their** interpretation of the application of the express terms of this agreement. All settlements or awards shall be issued by the arbitrator.
- D. 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~~ **their** authority set forth as outlined in the arbitration section of this article, and as long as the arbitrator performs ~~his/her~~ **their** 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.

- E. 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.
- F. 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.
- G. If the parties disagree whether the issue is arbitrable, the arbitrator shall decide this issue prior to deciding the merits of a case.

ARTICLE 13

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~~ **their** fault, ~~he/she~~ **they** 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~~ **they are** 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 shall be specified in Section 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/her~~ **Their** 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~~ **they** 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~~ **their** 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 knowledgeable about the physical demands of fire fighting in accordance with NFPA 1582. Physical examinations shall comply with the minimum standards of the Nevada State Industrial Insurance System and the State of Nevada Occupational Safety and Health standard regulations.
 - a. 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/history.
2. Standard core physical examination including breast, **and** 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 Blood Test
18. *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~~ **their** annual physical shall be required to present during the second visit of the annual physical examination written certification from ~~her~~ **their** personal physician that these tests and examinations were performed since ~~her~~ **their** last annual physical. (Pelvic, Breast, ~~Digital Rectal~~ and Pap smear examination)

The following immunizations shall comply with the Clark County Fire Department Exposure Plan/Manual (Employees may decline part or all immunizations. If the employee does decline part or all immunizations they must sign a form stating they know the risk).

- a) Tetanus/Diphtheria booster shot every ten (10) years with annual physical
- b) Hepatitis A and B
- c) Influenza (shall be provided annually, early fall through early winter)

ARTICLE 14 Holidays

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

<u>Date Recognized</u>	<u>Holiday</u>
January 1	New Year's Day

Third Monday in January	Martin Luther King, Jr's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday Following the Fourth	
Thursday in November	Family Day
December 25	Christmas Day
Employee's Birthday	

The County agrees that if any additional legal holiday is recognized by the County, it shall also be recognized for the employees covered by this agreement.

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 will 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. Employees covered by this Agreement who work a 24-hour shift work as scheduled on the above holidays shall be paid holiday pay of 16 hours at their straight time hourly rate for each of the above holidays which occurs while they are on the active payroll of the County in addition to any payment for time worked on such holidays. A temporary reassignment shall be defined as working in a position for six (6) months or less. The day after the six (6) months, the employee must return to his/her shift assignment for a period of not less than six (6) months.
3. Holiday pay provided for in Section 2 for the holidays set forth in Section 1 above shall be paid ~~in a lump sum during the first pay period in the fiscal year following the fiscal year in which the holidays being paid for occurred~~ **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 designated by the Fire Chief in lieu of the holiday.
5. This Section relates to 8 or 10-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.

6. All 8 or 10-hour personnel may only be compensated for a maximum of eight (8) or ten (10) hours at the straight time rate for any of the holidays set forth above.
7. Holidays 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 15

Sick Leave

1. Employees covered by this Agreement who work a 24-hour shift shall accrue a maximum of eleven (11) 24-hour shifts of sick leave per for each year of this Agreement.
2. For the employees referred to in Section 1 above, a shift of sick leave usage shall consist of 24 hours.
3. Employees covered by this Agreement who work an 8 or 10-hour shift shall accrue a maximum of eleven (11) 8 or 10-hour shifts of sick leave for each year of this Agreement.
4. For the employees referred to in Section 3 above, a shift of sick leave shall consist of eight (8) or ten (10) hours.
5. Accrued sick leave may only be used for a bonafide illness/injury of the employee or a member of their immediate family, defined as a spouse, parent, sibling, child, foster child, stepchild (past or present), grandchild, grandparent, mother/father-in-law, daughter/son-in-law, domestic partner in accordance with Nevada Revised Statute (NRS).
 - 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 spouse or domestic partner's immediate family. Sick leave used for bereavement purposes shall be excluded from the sick leave calculation for bonus shifts in Article 23.
 - b. Sick leave may be granted in extraordinary circumstances in which the Fire Chief or their designee believes such leave shall have a beneficial effect on the employee's morale and welfare.
 - c. Employees may request partial sick leave providing they adhere to the

following:

- i. 24-hour employees shall take at least a four (4) hour minimum of sick leave.
 - ii. 8-or 10-hour employees shall have no minimum for partial sick leave.
 - iii. Requests must be made and approved at least twenty-four (24) hours in advance.
 - iv. Can only be taken between the hours of 7:00 am – 6:00 pm, weekdays only.
 - v. Holidays and weekends are excluded.
 - vi. All hours used for partial sick leave must be counted against sick leave cash out and the employee's bonus leave award.
 - vii. 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 written documentation at least twenty-four (24) hours in advance to the Assistant or Deputy Chief over suppression, then the partial sick leave use shall be granted.
 - viii. 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.
- d. If at any time the department suspects abuse of partial sick leave, the department may request written medical documentation verifying the use of partial sick leave.
6. 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/Injury:** Evidence in a form of a physician's certificate, or certificate of illness/injury 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 shall be requested by the Fire Chief or ~~his/her~~ **their** designee after there are ~~five (5)~~ **six (6)** unexcused shifts of sick leave in a calendar year or 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/injury. If an employee is unable to provide a valid certificate of illness/injury when required, the missed shift shall be considered an unexcused absence. If an employee has more than ~~five (5)~~ **six (6)** unexcused absences in a calendar year, the employee shall be subject to the procedure described in Article 15 Section 6(b) and subject to the procedure described in Rule and Regulation 2.2 (Absence from Duty without Proper Authorization). Authorized leave used in accordance with Article 32 Miscellaneous Leaves, Article 18 Service Connected Disability and Rule and Regulation 2.16 (FMLA) shall not be subject to this provision. The certificate of illness/injury shall be submitted to the Fire Chief or their designee in accordance with Rule and Regulation Section 2 Item No. 25 (Certificate of Illness/Injury).

- b. **Forfeiture of sick leave:** No 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 ~~his/her~~ **their** willful misconduct.

An employee 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.

7. Sick leave used in accordance with Section 5 above shall be paid only for a scheduled period of work and at the rate of the permanent rank of the employee.
8. For the purposes of the provision of the Sick Leave Article Sections 8, 9 and 10, January 12 shall be the anniversary date for employees covered by this Agreement. 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 a 24-hour shift, 960 hours if working a 10-hour shift, or 768 hours if working an 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 employee's anniversary date of January 12. 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:

<u>Hours used During Preceding Twelve Months</u>			<u>Rate of Payment for Unused Hours</u>	<u>Remaining Percentage After Payment Placed in Sick Leave Bank</u>
<u>8-Hour</u>	<u>10-Hour</u>	<u>24-Hour</u>		
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%

9. 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 anniversary date of January 12.

Example:

If the employee does not meet the eligibility requirements on one (1) anniversary date of January 12, then on the next anniversary date of January 12, the employee may be eligible to receive payment in accordance with the schedule as illustrated below:

Date: 01/12/97

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

Date: 01/12/98

Employee 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.

10. Compensation received in accordance with this Article shall be by separate check on the pay period following the employee's anniversary of January 12. IRS deductions shall be made in accordance with the employee's W-2 on file.

11. **To encourage advancement to the rank of Battalion Chief, c**Compensation upon **death or** separation from County employment for unused sick leave:

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

(1) After ten (10) years and up through 20 years of service with the Clark County Fire Department, payment for one-half (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) From the 21st year of service, payment shall be increased by an additional ~~five~~ **ten** percent (~~5~~**10**%) 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 ~~23~~ years of service = an additional ~~25~~**30**% sick leave credit

$$2400 \times ~~75~~**80**\% = ~~4800~~ **1920**$$

$$~~4800~~**1920** \times \text{hourly rate} = \text{maximum payoff}$$

25 years of service = an additional 50% sick leave credit

$$**2400 \times 100\% = 2400**$$

$$**2400 \times \text{hourly rate} = \text{maximum payoff}**$$

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

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

Example:

$$800 \times .5 = 400$$

400 x hourly rate = maximum payoff

- (2) From the 21st year of service, payment shall be increased by an additional ~~five~~**ten** percent (~~5~~**10**%) 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~~**23** years of service = an additional ~~25~~**30**%
sick leave credit

800 x ~~75~~**80**% = ~~600~~**640**

~~600~~**640** x hourly rate = maximum payoff

25 years of service = an additional 50%
sick leave credit

800 x 100% = 800

800 x hourly rate = maximum payoff

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

- (1) After ten (10) years and up through 20 years of service with the Clark County Fire Department, payment for one-half (1/2) of all unused sick leave up to a maximum of 1000 hours.

Example:

1000 x .5 = 500

500 x hourly rate = maximum payoff

- (2) From the 21st year of service, payment shall be increased by an additional ~~five~~**ten** percent (~~5~~**10**%) 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~~**23** years of service = an additional ~~25~~**30**%
sick leave credit

1000 x ~~75~~**80**% = ~~750~~**800**

~~750~~**800** x hourly rate = maximum payoff

25 years of service = an additional 50%
sick leave credit

1000 x 100% = 1000

1000 x hourly rate = maximum payoff

- d. Catastrophic Leave Program: Members of the supervisory bargaining unit are entitled to donate, participate, and utilize the departmental catastrophic leave program currently established in the CCFD Rules and Regulations.
- 12. Upon on-the-job injury/illness resulting in death or permanent disability, the employee or in case of death the employee's beneficiary or estate 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.
- 13. 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 17 of this contract.

**ARTICLE 16
Insurance**

- 1. Effective the first Tuesday of each month, the County shall pay to IAFF, Local 1908, for the Supervisory Unit, the same amount the County agrees to pay IAFF, Local 1908, for the Non-Supervisory Unit for each employee covered by this Agreement for health insurance (to include hospitalization, major medical, dental, life and disability). All employees covered by this Agreement shall be enrolled in the Union's health insurance program.
- 2. The payment specified in Section 1 shall only go to provide health insurance for all employees in the bargaining unit who are in pay status on the date of the payment to the Union's health insurance program. 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).
- 3. The County agrees to deduct from the payment and reflect on the pay advice 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 sections 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 the payment and

reflect on the employee's pay advice an amount equal to that owed for retroactive dependent medical coverage.

4. 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 17 Longevity Pay

1. An employee covered by this Agreement originally hired into a position covered by the Fire Fighter Rank and File or Fire Fighter Supervisory Unit collective bargaining agreements prior to July 1, 2012, 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.
2. Longevity pay for eligible employees shall be paid beginning after the completion of the 5th year, at the rate of .57 of 1% per year, for each year of creditable employment, based upon the employee's gross salary. Gross salary is defined as all wages earned excluding longevity pay.
3. Longevity pay shall be paid annually to eligible employees during the first pay period following the on the employee's anniversary hire date.
4. Employees originally hired into a position covered by either the Fire Fighter Rank and File or Fire Fighter Supervisory Unit collective bargaining agreements on or after July 1, 2012 shall not be eligible for longevity pay. Employees receiving longevity pay under the Fire Fighter collective bargaining agreement who are promoted in to a position covered by this Agreement shall retain their longevity benefit.

ARTICLE 18 Service Connected Disability

1. All employees covered by this agreement who have been employed by the County for a continuous period of six (6) months or longer and who have been

absent from work due to an on-the-job injury/illness approved pursuant to NRS Chapter 616 or 617 shall be paid for a period not to exceed 60 shifts from the date of injury/illness, compensation equal to the difference between ~~his/her~~ **their** salary at the time of the injury/illness 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~~ **they** may elect to utilize accrued sick leave, including employees sick leave bank or accrued annual leave for such absence.
3. Employees working in full duty status and attending therapy and/or medical appointments for approved work related injuries shall be limited to two and one-half (2-1/2) hours (one (1) hour for travel time to and from the appointment and one and one-half (1-1/2) hours for the actual appointment/therapy), unless otherwise noted on the County Physician Disability Slip form by the physical therapist or the authorized treating physician.
4. All employees who are permanently assigned to a remote station, which includes the Laughlin or Jean fire station(s) and any fire station that is more than 25 miles from Station 18, shall be limited to four and one-half (4-1/2) hours (three (3) hours for travel time to and from the appointment and one and one-half (1-1/2) hours for the actual appointment/therapy), unless otherwise noted on the County Physician Disability Slip form by the physical therapist or the authorized treating physician.
5. All leave provided for in Sections 3 and 4 of this article shall count towards the 60-shift period provided in Section 1 of this article.
6. The County shall notify the Union at least three (3) days prior to sending an employee for a Functional Capacity evaluation. The notification shall include the date and time of the evaluation, as well as the job description being sent to the evaluators. The job description shall be that of the employee's current position.

ARTICLE 19

Payment of Tuition Fees

1. The County shall prepay for all required courses necessary to obtain an Associate's Degree Bachelor's Degree, and/or Masters Degree in Fire Science, Public Administration, and/or 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 courses.

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 Director of Human Resources 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 Deputy Director within 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.

ARTICLE 20

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 N.R.S. 288. The parties also recognize that non-negotiable Rules and Regulations are subject to change by the Fire Chief or his 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 in the rank and file CBA, and Rule and Regulation procedure (Appendix E) of this Collective Bargaining Agreement. The Union President may select a Battalion Chief to serve on the Workplace SOP committee as contained in the non-supervisory collective agreement.
5. Any dispute arising between the parties concerning any proposed or implemented modification of the Department's negotiable Rules and Regulations shall not be subject to the provisions of Article 12, Grievance and Arbitration Procedure.
6. Any proposed change of the Rules and Regulations which relates to a mandatory subject of bargaining under N.R.S. 288 is subject to negotiation between the parties in accordance with the procedures of N.R.S. 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 21
Vacation

1. The vacation benefits for employees covered by this agreement who are assigned to 24-hour shifts shall be as follows:
 - a. All employees covered by this Agreement, during the 10th year of employment and thereafter, shall accrue vacation benefits at the rate of ~~42~~ **13** shifts per year; and after 15 years of service shall earn ~~45~~ **16** shifts per year.
2. The vacation benefits for employees covered by this agreement who are assigned to 8 or 10-hour shifts shall be as follows:

- a. All employees covered by this Agreement, ~~during their 10th year of employment~~ shall accrue vacation benefits at the rate of 12 hours per calendar month, or major fraction thereof, computed on the basis of workdays of actual service; ~~a~~ **After** ten (10) years of employment, **employees** shall accrue vacation benefits at the rate of ~~13 1/3~~ **170** hours per calendar ~~month~~**year**; and after 15 years of service shall earn ~~15~~ **190** hours of vacation per calendar ~~month~~**year**.
3. For 8-hour personnel not more than 240 hours of unused vacation credits may be carried over from one calendar year to the next. All unused vacation credits in excess of 240 hours which remain at the end of a calendar year (December 31) shall be forfeited without payment to the employee. For 24-hour personnel not more than ~~30 shifts~~ **720 hours** may be accumulated.
4. For 10-hour personnel not more than 300 hours of unused vacation credits may be carried over from one (1) calendar year to the next. All unused vacation credits in excess of 300 hours which remain at the end of a calendar year (December 31) shall be forfeited without payment to the employee.
5. All vacation leave for 8 or 10-hour personnel shall be paid at the employee's straight time hourly wage rate.
6. All vacation leave for 24-hour personnel shall be paid at the employee's rate per shift.
7. Employees may indicate their preference for vacation periods, but vacations shall be scheduled at the discretion of the Fire Chief or ~~his/her~~ **their** designee.
8. All unused vacation credits, which have not been forfeited under Section 3 above, shall be paid to an employee at the time of ~~his/her~~ **their** termination.
9. 56-hour workweek employees who have carried over unused vacation credits from prior years shall not lose or be forced to use them because of being transferred to a 40-hour workweek providing they are not in excess of 720 hours.
10. A maximum of two (2) Battalion Chiefs shall be allowed off on vacation at any one (1) time.
11. All requests for unscheduled vacations must be in writing to the Fire Chief, or ~~his/her~~ **their** designee, at least twenty-four (24) hours prior to the date of vacation.
12. An employee may request a partial vacation shift of at least four (4) hours. The 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 Fire Chief or his/her **their** designee, and the employee must receive approval prior to the use of vacation leave.

13. An employee may request emergency vacation leave, subject to the approval of the Fire Chief or his/her **their** designee, for an unforeseen occurrence of a sudden or urgent nature.
14. Vacation Sell Back: 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 employee's 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.

ARTICLE 22

Recall of Employees

1. Employees called back to duty for alarms or emergencies shall report as quickly as possible.
2. The Clark County Fire Department shall keep a list available for fire employees wishing alarm or emergency extra duty. In the event that an emergency occurs which requires additional fire employees 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 exhausts the list of volunteer fire employees on the emergency list, those employees of the platoon scheduled to follow the platoon currently on duty 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 regular shift.
4. 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.

5. Employees are allowed to work a maximum of 75 hours in 99 hours. The employee shall be off duty for twenty-one (21) consecutive hours. Mandatory and shift trade hours count towards the 99-hour rule. All hours worked **in a twenty-four (24) hour suppression position**, including regular shifts, overtime, and shift trades shall be considered. The Union and the County shall review these time limitations annually in November, and mutually agree to any necessary changes to these time frames.
 - a. The Fire Chief or ~~his/her~~ **their** designee may override this requirement in the event that all available resources have been exhausted. This can only be done with the agreement of the affected employee and at no time shall the consecutive work shift exceed 96 hours.
 - b. If the implementation of Article 22 section 5(a) does not fill the vacancy, the Fire Chief or their designee shall have the discretion to act an additional Captain(s) to Battalion Chief in lieu of the negotiated language in the Article 35 Shift and Duty Station Vacancies.
6. At no time shall any employee act out of classification until all requirements have been met for that classification. If the use of employees to act in a higher classification results in a call back, then the acting ~~will~~ **shall** not be allowed.

ARTICLE 23 Bonus Shifts

1. If an employee of the bargaining unit was hired by the Clark County Fire Department (CCFD) June 30, 2012 or prior uses one (1) or fewer shifts 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 more than one (1) shift but five (5) or fewer 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 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.
2. Employees of the bargaining unit that were hired by the CCFD July 1, 2012 and after shall be paid in cash for any bonus shifts received.

ARTICLE 24 Shift Operation

- 1.** Any changes from the present method of shift operation (56-hour workweek, 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 (40-hour work week, 8 or 10-hour shifts) shall be subject matter for further bargaining.**

**ARTICLE 25
Reductions in Force**

1. Reductions in force from the department, when and if required, shall be accomplished on the basis of reverse order of seniority within the department, subject to any requirements imposed on the department or the County relating to affirmative action.
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.

**ARTICLE 26
Overtime**

In the event a Battalion Chief is assigned to work outside of their regularly scheduled shift, they shall be paid time and one-half (1 ½) of their hourly rate.

**ARTICLE 27
Travel Pay**

Travel Pay:

- a. Effective July 1, 2007, 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. Effective July, 1, 2007, Employees 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

Battalion Chief shall enter his/her travel pay into the current computer staffing system for each shift that the travel occurred, to be 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 28

Long Term Disability and Accidental Death

- 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.
 - a. The death benefit shall be equal to two (2) years of annual compensation, including the annual base salary 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.
 - 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) unless the employee is subsequently employed in the same occupation held at the time of the application for benefits under this Article.
- 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 Clark County Human Resources to obtain records from the listed doctors.
 - b. The County will 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 28 benefits of the doctor he/she has selected and has verified will issue a report of his/her eligibility for long-term disability benefits.
 - d. The County will 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 doctors are in conflict, these doctors will select a third doctor to make an independent determination. This third doctor will 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. 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. If any two of these doctors determine that an employee can perform the duties of any of the classifications covered in Appendix A, 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 28 benefits. After the two (2) year period, the employee's salary and benefits will be converted to the salary and benefits provided by this Agreement for the classification and work schedule he/she is working. On the first day after the two (2) years in the position, the employee must be converted to 8-hour benefits. The conversion shall be accomplished through the following changes in benefits:
- a. Sick leave:
 - (1) A conversion factor of 1.4 shall be used to convert sick leave benefits.
- Example:
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- hour position and the unused sick leave accumulation is in excess of 800 hours after using the 1.4 conversion factor, the converted hours will become the employee's maximum allowable accumulation for sick leave cash-out purposes.

Example:

2400 24-hour shift hours \div 1.4 = 1714.29 maximum hours

b. Vacation leave:

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

Example:

24-hour shift converts to 8-hour shift:

720 \div 3 = 240 hours

- (2) The difference in hours when a 24-hour shift employee is converted to an 8-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-hour shift hours

720 hours \div 3 = 240 hours

720 hours - 240 hours = 480 hours difference

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

480 hours - 200 hours = 280 hours

280 hours X last held and tested 56-hour shift position base rate = cash payment

- c. All future salary and benefits shall be calculated based on the permanent 40-hour per week assignment.

If any two of these doctors determine that an employee cannot perform the duties of any of the classifications covered in Appendix A, the employee is entitled to Article 28 benefits. The County will send within ten (10) calendar days after receiving two such doctors' reports a letter summarizing the benefits award.

Once Clark County Human Resources notifies an employee of the benefits payment options, the employee must separate from County employment within 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 will 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.
5. Employees who have applied for the Article 28 benefit prior to the effective date of this agreement, and are approved for the Article 28 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, 2011, but not both. The choice of benefit is the employee's and shall be made in writing to the Human Resources Department with fifteen (15) calendar days from the effective date of this Agreement.
6. Employees who apply for the Article 28 benefit after the date of this Agreement shall be eligible for the award described in this Article.

ARTICLE 29

Uniforms, Uniform Allowance, and Linen Allowance

1. Effective July 1, 2003, and each July thereafter, employees in the bargaining unit shall be given an annual uniform allowance totaling \$1,875.00 to maintain work and dress uniforms or the same uniform allowance provided the non-supervisory bargaining unit employees, whichever is greater. 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. Effective July 1, 2003 and each July thereafter, the County shall provide to each employee covered by this Agreement, 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.
3. Effective July 1, 2007, thereafter-in July, each eligible employee covered by this agreement shall be given an annual boot or shoe allowance of \$200 to purchase steel toe or composite boots as required in Article 11. No longevity pay is available for this allowance.

4. 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.
5. 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.
6. 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.
7. 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 30
Compensation for Temporary Status Change

1. Whenever a shift Battalion Chief assumes a position whereby ~~his/her~~ **their** workweek temporarily changes to 40 hours as a result of that change of position:
 - a. ~~He/she~~ **They** shall be compensated an amount equal to the cash holiday pay ~~he/she~~ **they** would have received under 56-hour workweek;
 - b. ~~He/she~~ **They** shall be compensated an amount equal to the cash bonus day pay ~~he/she~~ **they** would have received under a 56-hour workweek.
 - c. A temporary reassignment shall be defined as working in a position for **eighteen (18)** ~~six (6)~~ months or less. The day after the **eighteen (18)** ~~six (6)~~ months, the employee must return to ~~his/her~~ **their** shift assignment for a period of not less than six (6) months. No employee shall be involuntarily reassigned to a 40-hour work week on a permanent basis. **The approval of the County Manager or designee is required for all temporary assignments from a 56-hour to a 40-hour workweek.**
 - d. Employees covered by this Agreement who are temporarily reassigned, by the Fire Chief, from the Suppression Division to an eight (8) or ten (10)-hour workday in Administration or the Training

Division, 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 Administration or the Training Division. ~~This premium pay shall not be provided in the course of time that the employee is working to complete the Battalion Chief Task Book. The Task Book shall be completed within a six (6) week maximum timeframe after the employee is promoted to Battalion Chief. In order to accomplish this task, no other projects shall be assigned by the Fire Chief or his/her designee(s) or undertaken by the newly promoted Battalion Chief during this six (6) week time frame.~~ Employees assigned to the Administration or Training Division who are on light duty are not eligible for this premium pay.

ARTICLE 31 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 N.R.S. 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 N.R.S. 286.421.
2. The County shall not pay any additional amounts required to be paid by employees covered by this Agreement under the provisions of N.R.S. 286.410 (2), shall not pay for any administrative fees required to be paid by the employees, and shall not pay for any purchase of previous credit service on behalf of any employee covered by this Agreement. Any additional costs borne by the employee shall be defined on his/her pay advice.

ARTICLE 32 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 rate of 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 employee's normal work cycle, the employee shall be released from duty with full

pay. The employee must notify the Deputy Chief as soon as he/she becomes aware of this detail, or upon receipt of military orders.

2. Jury Duty: 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 twenty-four (24) hour shift Battalion Chief 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 is excused, he/she shall call his/her Deputy Chief 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 Deputy Chief when he/she becomes aware of the jury duty 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 child(ren) 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 24.
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 33

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 34 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 35 Shift and Duty Station Vacancies

1. Captains may act as a Fire Battalion Chief if they meet the conditions in Section 3 below. During any shift, there shall be no less than two (2) Fire Battalion Chiefs on duty and no more than one (1) Captain acting as a Fire Battalion Chief. The County and the Union mutually agree to address the number of Battalion Chiefs and acting Captains if there is a change in the number of battalions.
2. ~~Any Captain required to perform duties as a Fire Battalion Chief shall receive wages equivalent to step 1 of the Fire Battalion Chief pay scale. Once an employee is placed in an acting position he/she shall be compensated for the entire shift.~~
3. At no time shall any Captain act as a Fire Battalion Chief until all requirements have been met for that classification. All licenses and certifications must be current and valid, and ~~the~~ The Captain must have the necessary time in grade, and the Captain shall have completed the Fire Battalion Chief Task Book before acting is performed.
4. ~~Opportunities to act as a Fire Battalion Chief shall be fair and equitable to all employees on his/her regularly scheduled shift.~~

5. Once a vacancy occurs in the Fire Battalion Chief classification a 90- day notice of the promotional examination shall be posted within six (6) months of that vacancy. The promotional examination list for Fire Battalion Chief shall remain in effect for **twenty-four (24)** ~~two (2)~~ calendar years **months** from the time the list is established. When only two (2) names remain on a promotional list and the County anticipates that the list shall be exhausted prior to its expiration, the County may give another promotional examination. This examination shall create a new list that shall remain in effect for one (1) year from the expiration of the prior list.
6. 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.
7. The in-grade seniority system shall be based on Article 9, Seniority List.
8. Permanent vacancy shall be defined to include any opening as a result of resignation, death, discharge, retirement, promotion of a permanent employee, adding additional Fire Battalion Chief positions, and by employees vacating a bid position to transfer to another bid position.
 - a. Employees covered by this agreement may vacate their bid position one (1) time during a calendar year upon written notification and approval of the Fire Chief or their designee. Once vacated, section 9 of this article shall be followed until the bid position is filled.
9. Whenever a permanent vacancy is created seniority bidding shall occur in the following manner.
 - a. The vacancy shall be posted to all Fire Battalion Chiefs via electronic mail within seven (7) days of the vacancy occurring, or written notification to the Fire Chief or their designee to vacate a bid position.
 - b. The bid shall be placed on electronic mail for not less than twenty-two (22) calendar days before the bid is closed.
 - c. The closing date shall be announced as part of the bid posting.
 - d. Bid awards shall be announced department wide via email no later than five (5) calendar days after the bids have closed. Once the employee is awarded the bid, ~~he/she~~ **employee** shall report to ~~his/her~~ **their** new bid assignment on a date determined by the Fire Chief or ~~his/her~~ **their** designee, but not later than ten (10) calendar days from the bid award.
10. The County and Union shall monitor the bidding process to ensure that the bidding process does not interfere with the operations of the County.

11. An employee is required to accurately submit an official bid request via email or another electronic format to be considered for a new bid.
12. Temporary vacancies: Whenever a temporary vacancy occurs in the Fire Battalion Chief rank because of sick leave, workers' compensation leave, annual leave, Union business leave, or any other directly related type of leave, the temporary vacancy shall be filled by the Fire Battalion Chief with the lowest in-grade seniority that does not have a bid assignment. No bid Fire Battalion Chief can be moved to an assignment 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.

ARTICLE 36
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 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 32 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 Collective Bargaining Agreement (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 60 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 37
Premium Pay**

1. Effective July 1, 2007, Battalion Chiefs who have completed the Incident Safety Officer training through the National Fire Academy shall receive premium pay at the rate of five percent (5%) of their base salary.
2. 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.
3. Those Fire Battalion Chiefs who choose to take the Incident Safety Officer class shall be given the opportunity to attend this class when available. This class shall be provided at no cost to the Fire Battalion Chief. Employees shall be compensated at their regular rate of pay while attending this class. No employee shall receive overtime as a result of attending this training.
4. **Effective July 1, 2022, a Battalion Chief shall not be required to maintain any EMS certification. A Battalion Chief wishing to maintain their certification shall be allowed to attend all necessary training while on duty but shall not receive any EMS certification premium pay.**
5. **The Battalion Chief bid to the Training Division shall receive premium pay at the rate of ten percent (10%) of their base salary in addition to any other applicable premium pay(s) described in this Article 37 Premium Pay.**

**ARTICLE 38
Converting Benefits Due to Shift Changes**

1. Employees permanently reassigned or promoted from a 56-hour workweek to a 40-hour workweek shall, or vice versa, 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 or 10-hour shift:

$$2400 \text{ hours} \text{ divided by } 1.4 = 1714.29 \text{ hours}$$

- (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:

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

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:

$$720 \text{ divided by } 3 = 240 \text{ hours}$$

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

$$720 \text{ hours} \text{ divided by } 3 = 240 \text{ hours}$$

720 hours - 240 hours = 480 hours difference
Employee uses 200 of the 480 hours between the date of conversion and December 31.
480 hours - 200 hours = 280 hours
280 hours x last held and tested 56-hour shift position base rate = 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.
240 hours x 3 = 720 hours
720 hours - 280 hours = 440 hours

- c. All future salary and benefits shall be calculated based on the permanent shift assignment.

ARTICLE 39 (NEW)
Statement of Earnings/Timing of Compensation

1. **The County shall provide bargaining unit employees an itemized statement of earnings and deductions with each bi-weekly payment.**
2. **Payment shall be made available on payday to all employees. For all employees who receive printed pay checks, pay checks and pay advices shall be available at Station 18 on payday. All employees shall have access to their pay advices online.**
3. **All compensation for step 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.**
4. **An employee voluntarily separating (e.g. retiring, resigning, etc.) from employment with the County shall submit a written (email is acceptable) resignation or retirement to the Fire Chief. The notice shall indicate the effective date of the resignation or retirement. The Fire Department shall forward an employee's notice of resignation or retirement to the Comptroller's Office.**

ARTICLE 39 40
Term of Agreement

Except as otherwise provided, this Agreement shall be effective as of July 1, ~~2018~~ **2022**, or upon the date approved by the Clark County Board of Commissioners, whichever is later. It shall remain in effect until the 30th day of June, ~~2024~~ **2025**, unless the County and the Association agree to change, amend, modify, or terminate this Agreement pursuant to the provisions of Chapter 288 of the Nevada Revised Statutes.

~~In accordance with NRS 288, IAFF Local 1908 and the County agree that prior to the start of the second (2nd) year of this agreement Article 7 Union Representation and Article 8 Union Business Leave may be reopened by the Union.~~

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 June 5, 2018.

For the Association:

For the County:

Patrick Rafter
President
IAFF, Local 1908

James B. Gibson, Chair
Clark County
Board of County Commissioners

**APPENDIX A
List of Classifications**

<u>Class Title</u>	<u>Hours</u>	<u>Schedule</u>
Administrative Battalion Chief <u>Administrative</u>	<u>8/10</u>	<u>80</u>
Fire Battalion Chief	<u>24</u>	<u>81</u>
<u>Fire Battalion Chief Training</u>	<u>8/10</u>	<u>80</u>

1. This **The Battalion Chief Administrative** classification is only for use in connection with the Article 28, Long Term Disability, process. ~~References made to the 8-hour employee throughout this Agreement are for the exclusive purpose of the Administrative Battalion Chief position pursuant to the provisions of Article 28.~~
2. **A Battalion Chief assigned to an 8/10-hour schedule may fill vacant overtime Battalion Chief positions that occur outside of their regularly scheduled hours of work. Such assignments shall be made by Fire Management and managed using the staffing software with the intended purpose of keeping overtime hours worked by Battalion Chiefs fair and equitable.**
3. **There shall be no conversion of 8/10-hour and 24-hour shift benefits because of an overtime shift assignment. Such conversion shall only occur if a permanent transition is made between 8/10-hour and 24-hour assignment.**
4. **In the event 8/10-hour start times are modified for operational needs, modification shall be made to the regularly scheduled shift and not subject to any overtime provisions contained in this agreement. Modifications to the regularly scheduled shift to accommodate operational needs shall not exceed twenty (20) shifts per quarter.**

APPENDIX B Salary Schedule

1. Effective July 1, 2007, the County shall maintain a 15% salary differential between the base salary for a topped out Fire Captain (F-77) and Step 1 of the Fire Battalion Chief salary schedule for all newly promoted Battalion Chiefs after 3/30/04. The County shall also maintain a 16% salary differential between the base salary for a topped out Fire Captain (F-77) and Step 2 of the Fire Battalion Chief salary schedule while maintaining a 17% salary differential between the base salary for a topped out Fire Captain (F-77) and the base salary of a Step 3 Fire Battalion Chief. For all employees occupying a Battalion Chief Position prior to 3/30/04, the County shall continue to maintain the current 19% salary differential between the base salary for a topped out Fire Captain (F-77) and the base salary of a Step 2 Fire Battalion Chief. These salary schedules are contained in Appendix C1.

2. Effective July 1, 2008 and year to year thereafter, employees promoted to Fire Battalion Chief shall be promoted at Step 1 (15%) of the salary range. Upon the completion of the one (1) year qualifying period, the employee shall be advanced to Step 2 (17%) of the salary range. At the completion of the 2nd year of service as a Fire Battalion Chief, the employee shall move to Step 3 (19%) of the salary schedule. Effective July 1, 2008 a Battalion Chief promoted prior to 3/30/04 shall automatically advance to step 3 of the salary schedule. Fire Battalion Chiefs promoted after 3/30/04 shall advance through the steps as indicated above. These new salary schedules are contained in Appendix C2. **Advancement from step 1 to step 2 of the salary schedule shall occur upon successful completion of a one (1) year qualifying period.**

3. Employees covered by this Agreement are exempt from the overtime provisions of the Fair Labor Standards Act. Effective the date of the signing of this Agreement, employees on a 112-hour schedule shall receive an additional half (½) hour compensation for each hour worked beyond 212 hours in a 28-day cycle. Employees receiving payment at time and one-half (1 ½) for any hours worked over 212, shall not receive an additional half (½) hour compensation in accordance with this Section for these hours worked. Hours worked are defined for this Section as actual hours on duty not to include any leaves with or without pay.

4. ~~Effective July 1, 2007~~ ~~†~~ The County shall pay to IAFF, Local 1908, \$957 per covered bargaining unit person monthly for health insurance, or the same amount provided to the non-supervisory bargaining unit employees.

**APPENDIX C1
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**APPENDIX C2
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APPENDIX E RULES AND REGULATIONS 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 12, 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 two (2) members. One (1) shall be selected by the Fire Chief and one (1) shall be selected by the Union President **from the supervisory bargaining unit.**
 - 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 action 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 12 of the Collective Bargaining Agreement.

APPENDIX F

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
- SNIFFLING, RUNNY NOSE, HOARSENESS, COUGHING
- DETERIORATION OF PHYSICAL APPEARANCE
- TREMORS
- ALCOHOLIC BEVERAGE OR CHEMICAL ODORS

MOOD

- EXTREME SENSITIVITY/OVER REACTIVE
- IRRITABILITY/SHORT TEMPER
- EXTREME/QUICK MOOD SWINGS
- MOOD IS SIGNIFICANTLY DIFFERENT THAN NORMAL
- MOOD IS SIGNIFICANTLY DIFFERENT THAN NORMAL

ACTIONS

- PHYSICALLY ASSAULTIVE OR THREATENING
- UNUSUALLY TALKATIVE OR UNUSUALLY QUIET
- MAKING INCOHERENT STATEMENTS
- 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 G 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.

Employee/Date

Fire Chief/Date

Union President/Date

**Letter of Agreement
Between
The International Association of Fire Fighters, Local 1908
And
Clark County, Nevada**

~~CREATION OF A BATTALION CHIEF ASSIGNED TO THE TRAINING CENTER~~

- ~~1. The County does not intend to fill either the vacant Fire Department Training Officer (Schedule 76) and at least one vacant Fire Department Training Instructor (Schedule 72).~~
- ~~2. The County and the Union agree to create an additional Battalion Chief position which shall be assigned to the training function and which shall be covered by this agreement.~~
- ~~3. The Battalion Chief assigned to training shall work either 8 or 10 hour days, 40 hours per week, and shall receive the 8 or 10-hour shift benefits prescribed by the Agreement.~~
- ~~4. The Battalion Chief assigned to training shall not be used for light duty or Administrative Battalion Chief assignment.~~
- ~~5. The Battalion Chief assigned to the Training Division may fill vacant overtime Battalion Chief positions that occur outside of his/her regularly scheduled hours of work. Such assignments shall be made by Fire Management and managed using the Telestaff System with the intended purpose of keeping overtime hours worked by Battalion Chiefs fair and equitable.~~
- ~~6. There shall be no conversion of 8 or 10-hour to 24 hour shift benefits because of overtime shift assignment. Such conversion shall only occur if a permanent 24-hour assignment is made.~~
- ~~7. In the event that training start times are modified due to operational reasons, modification shall be made to the regularly scheduled shift and not subject to any overtime provisions contained in this agreement. Modifications to the regularly scheduled shift to accommodate training modules shall not exceed twenty (20) shifts per quarter.~~
- ~~8. The vacation benefits, notwithstanding the date restriction, for the initial employee promoted into the tenth (10th) newly created Battalion Chief position shall be subject to the benefits outlined in Article 21 'Vacation' Paragraph 1(a) and 2(a).~~

**Letter of Agreement
Between
The 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 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 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
The International Association of Fire Fighters, Local 1908
And
Clark County, Nevada**

REMOTE PAY

The Union and the County agree to negotiate remote pay for Battalion Chiefs if, during the term of this agreement, the County permanently assigns a Battalion Chief(s) to the Laughlin or Jean fire station(s), or any Fire Station located more than 25 miles from station 18.

Letter of Agreement
Between
The International Association of Fire Fighters, Local 1908
And
Clark County, Nevada

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the Fire Chief, accept outside employment, provided that no such outside employment conflicts with the employee's duties as may be assigned and, interferes with the availability of the employee for such duties, and does not constitute a conflict of interest. Continued efforts by the County to cooperate with employees in permitting outside employment shall not be construed as a waiver of the County's right to require unscheduled overtime and to require that its employees be available for emergency services and other required duties during off-duty hours. Employees currently engaged in outside employment shall report such employment to the Fire Chief within thirty (30) days of the effective date of this Agreement. Disputes concerning approval or disapproval of outside employment shall be subject to Article 12 *Grievance and Arbitration Procedures*.

Letter of Agreement
Between
The International Association of Fire Fighters, Local 1908
And
Clark County, Nevada

Procedure/Discipline for a Gross Misdemeanor or DUI Arrest /Conviction

1. **The Union and County agree to create a Rule & Regulation for the Procedure/Discipline for a Gross Misdemeanor or DUI Arrest/Conviction by mirroring the policy currently being revised by the Rule and Regulation Committee.**
2. **This Rule & Regulation will be submitted for ratification by the Board of County Commissioners with the Rank-and-File Rule & Regulation for the same.**