ATTACHMENT I
The parties agree that the following contract Articles remain unchanged, and shall remain as current language not subject to further modification during this negotiation session:

<table>
<thead>
<tr>
<th>Article</th>
<th>Preamble</th>
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<tbody>
<tr>
<td>Article 3</td>
<td>Strike</td>
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<td>Article 4</td>
<td>Management Rights</td>
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<td>Discrimination</td>
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<td>Article 8</td>
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<td>Article 10</td>
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<td>Article 15</td>
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<td>Article 23</td>
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<td>Article 24</td>
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<td>Article 26</td>
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<td>Article 35</td>
<td>General Savings Clause</td>
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<tr>
<td>Appendix A</td>
<td>List of Classifications</td>
</tr>
</tbody>
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For the County of Clark

For IAFF, Local 1908

8/1/07

5/1/07
ARTICLE 2
Recognition

1. 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.

2. The Union and County agree that the only way the public shall obtain a copy of this collective bargaining agreement is a request in writing to the Union or the County. At no time shall the County place the collective bargaining agreement, in whole or part on any website.

Signature/Date 5/1/07
Ryan Beaman
President/Chief Spokesman

Signature/Date 5/1/07
Ray Visconti
County/Chief Spokesman
New Language= Bold & Underline  
Deleted= (Strike-Through)

ARTICLE 6  
Check Off - Dues Deduction

1. The County agrees to deduct from and reflect on the paycheck of each employee within the bargaining unit who has signed an authorized payroll deduction card such amount as the employee should designate as his/her Union dues and so certified by the Treasurer of said Local 1908. Such funds shall be remitted by the County to the Treasurer of Local 1908 within one (1) month after such deductions.

2. The Union shall indemnify and hold the County harmless against any and all claims, demands, suits and all other forms of liability, which shall arise out of or by reason of action taken (or not taken) by the County at the written request of the treasurer of the Union under the provisions of Section 1 above.

3. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorization may be withdrawn by an employee during a period 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.

4. The County agrees to deduct from the first and second pay period of each month, FIREPAC deductions in the amount certified to be current by the Treasurer of Local 1908 from the pay of those employees who individually request in writing that such deductions be made. The County shall remit the total amount of such deductions each month to the Treasurer of Local 1908.

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
ARTICLE 7
Union Representation

1. The County recognizes that it may be necessary for an officer of the Union to perform certain of his Union duties during the period he is in work status. The County, therefore, agrees to permit an officer of the Union a reasonable amount of time necessary to perform such duties during work time without loss of pay subject to the provisions of Section 2 below.

2. The Union agrees that all Union duties or functions required of its representative will be performed outside work or duty hours to the maximum extent possible. Any Union officer desiring to perform Union duties required while he is on duty must advise and receive approval of the Fire Chief or his designee. Such approval will not be unreasonably withheld. The Union agrees that the performance of such duties shall be accomplished as expeditiously as possible.

3. The County agrees that in the event of the 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 permit a reasonable amount of leave with pay from duty for a maximum of three (3) members of the Union negotiating committee for
attendance at negotiation meetings.

4. **The Union President or designee may be entitled, at the sole discretion of the Fire Chief, to address members of the bargaining unit at training sessions on issues relating to the administration of the collective bargaining agreement.**

\[\text{Signature/Date} \quad 5/1/07\]
Ryan Beaman
President/Chief Spokesman

\[\text{Signature/Date} \quad 5/1/07\]
Ray Visconti
County/Chief Spokesman
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 bulletin boards in October.

2. Departmental seniority shall be determined by:
   a. **Date of employment with the Clark County Fire Department.**
   b. **Final Training Academy grade.**

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

3. In-grade seniority shall be determined by:
   a. **Date of promotion.**
   b. **Promotional examination grade.**
   c. **Previous in-grade seniority.**
   d. **Departmental seniority.**
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 Fire Department and the safety and sanitation of department equipment and buildings. The County shall furnish and/or replace all safety equipment and special clothing.

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 be limited to the following:
   a. **Turnout coat with liner**
   b. **Turnout pants with liner**
   c. **Suspenders**
   d. **Helmet, chin strap, shroud and face shield**
   e. **Gloves**
   f. **Rubber or Leather structural boots**
g. Nomex Hood
h. Safety glasses
i. Hearing Protectors
j. Flashlight
k. SCBA Facemask
l. Multi-Purpose Half Mask Respirator (NIOSH approved to the P100 filter class)
m. Safety Goggles
n. Any other equipment that is mandated by state or federal law or regulation to protect against the spread of infectious diseases.
o. Cellular Phones

3. Safety steel/composite toe work boots or shoes shall be worn by all employees covered by this Agreement while on duty, and shall be provided in the following manner:

a. The County and the Fire Union shall determine the boot/shoe manufacturer and model; and,

b. The County shall provide the first pair of boots/shoes for each employee; and;
c. The County shall reimburse each employee for the purchase of up to one (1) additional pair of boots/shoes per year of this Agreement.

d. The County and the Union agree that they will follow the provisions of any agreement or side letter of agreement between Clark County and IAFF, Local 1908 pertaining to boots/shoes entered into on or before 3/30/04.

4. The Fire Department shall provide all fire apparatus with David Clark or equivalent communications/hearing protection system in accordance with NFPA 1500.

5. 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.

6. All policies implemented by the Fire Department shall be in accordance with industry standards. The term industry standards shall be inclusive of, but not limited to, NFPA standards, ANSI standards, NIOSH, CFR and OSHA regulations.

7. 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.

8. As per current NFPA 1500 chapter 5.12, the Fire Department shall provide all employees with training and education commensurate with the duties and functions they are expected to perform. Employees who, at the direction of the Fire Chief, engage in and/or are exposed to the hazards of Wildland Fire Fighting operations shall be provided with, and use protective garments that meet the requirements of NFPA 1977 Standard on Protective Clothing and Equipment for Wildland Fire Fighting.

[Signatures]
For the County of Clark

For IAFF, Local 1908

[Dates]
7/13/07
ARTICLE 13
Physical Medical 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 refuses to take fails to complete the examination, **due to his/her fault**, he/she shall be relieved from duty without pay until the examination is taken. If the employee is unable to take the examination because he/she is using sick leave or workers’ compensation benefits, then the exam must be taken within sixty (60) days of return to duty.

2. Tests required during the annual physical exam 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 if available.

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 decision shall be final.

4. This annual physical examination, **SCBA mask fit test and NIOSH rated particulate respirator mask fit test** will **shall** be paid for by the County and scheduled while the employee is on duty.

5. If an employee is required to be off duty until he/she completes a follow-up examination required by the physician, the employee will **shall** not be charged any leave time unless the employee fails to attend the follow-up examination(s) as scheduled by the County, in which case the employee shall be charged personal sick leave. **All required follow-up examinations and testing, as a result of his/her physical, shall be paid for by the County, and the employee shall not be charged leave time regardless of the outcome of these required examinations and tests.**

6. One copy of the employee's annual physical examination file, including all results and **Physician** follow-up documentation, shall be mailed **given** to the employee **during the second visit by the physician;** another copy shall be delivered by courier to, and maintained by, the fire department infection control nurse. Access to the file shall only be allowed upon written release by the employee, or as required by law.
7. Physical Examination Requirements: All physical examinations shall be performed by medical doctors and shall comply with the minimum standards of the Nevada State Industrial Insurance System and the State of Nevada Occupational Safety and Health standard regulations.

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

Testing required:

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

4. Audiogram.

5. Pulmonary function screening.

6. One (1) view – posterior/anterior 14" x 17" chest x-ray.

7. Electrocardiogram.

8. Routine urinalysis, including occult blood.


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 if available.

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. **Tetanus Shot—every ten (10) years with annual physical**
19. Pap smear for female employees.

Optional Testing At the Request of the Employee

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

1. Prostate Specific Antigen test (PSA) for male employees.
2. Pap smear for female employees.

Signature/Date  
Ryan Beaman  
President/Chief Spokesman

Signature/Date  
Ray Visconti  
County/Chief Spokesman
ARTICLE 14

Holidays

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

<table>
<thead>
<tr>
<th>Date Recognized</th>
<th>Holiday</th>
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<tbody>
<tr>
<td>January 1</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>Third Monday in January</td>
<td>Martin Luther King, Jr's Birthday</td>
</tr>
<tr>
<td>Third Monday in February</td>
<td>Washington's Birthday</td>
</tr>
<tr>
<td>Last Monday in May</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>July 4</td>
<td>Independence Day</td>
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<tr>
<td>First Monday in September</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Last Friday In October</td>
<td>Nevada Day</td>
</tr>
<tr>
<td>November 11</td>
<td>Veteran's Day</td>
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<tr>
<td>Fourth Thursday in November</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Friday Following the Fourth</td>
<td></td>
</tr>
<tr>
<td>Thursday in November</td>
<td>Family Day</td>
</tr>
<tr>
<td>December 25</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Employee's Birthday</td>
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</table>

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.

4. Employees covered by this Agreement who work an 8-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-hour shift personnel. If one of the holidays set forth in Section 1 above falls on a Sunday, it will be observed on the following Monday. If one of the holidays set forth in Section 1 falls on a Saturday, it will be observed on the preceding Friday.

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

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.

[Signatures and dates]

Signature/Date      Signature/Date
Ryan Beaman        Ray Visconti
President/Chief Spokesman County/Chief Spokesman
ARTICLE 18
Injury Leave Service Connected Disability

1. An employee who has been employed by the County for a continuous period of six (6) months or longer and who has been absent from work due to an on-the-job injury approved pursuant to Chapter 616 or 617 of N.R.S. shall be paid for a period not to exceed six (6) consecutive months from the date of injury, compensation equal to the difference between his salary at the time of the injury and any lost time or salary continuance benefit as provided by Chapter 616 or 617 of N.R.S. During the six (6) consecutive month period, the employee shall not be charged any accrued sick leave.

2. At the expiration of the six (6) consecutive month period referred to in Section 1 above, if the employee is still unable to work, he may elect to utilize accrued sick leave, including employees sick leave bank or accrued annual leave for such absence.
3. The Union and the County shall meet to discuss the requirements that need to be met and the contents of the Functional Capacity Evaluation prior to sending an employee for the evaluation. Such content shall be directly related to the employees job description.

[Signatures and Dates]

Signature/Date  5/1/07  
Ryan Beaman  
President/Chief Spokesman

Signature/Date  8/1/07  
Ray Visconti  
County/Chief Spokesman
ARTICLE 19
Payment of Tuition Fees

1. The County shall prepay for all required courses necessary to obtain an Associate’s Degree and/or 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 will shall be withheld from the employee's final payroll check from the County.

d. In order that the department head Fire Chief may make an overall determination of the status of the degree as well as the grade average requirement, each participating employee is required to provide a transcript of grade record to the Clark County Human Resources Deputy 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.

Signature/Date 5/1/07  
Ryan Beaman  
President/Chief Spokesman

Signature/Date 5/1/07  
Ray Visconti  
County/Chief Spokesman
FOR THE PURPOSES OF THE GRIEVANCE AND ARBITRATION
PROCEDURES PACKAGE PROPOSAL, NOTE THAT ARTICLE 12 IS
INCLUDED IN ARTICLE 20 AND THE LANGUAGE IN ARTICLE 12 IS DELETED
IN ITS ENTIRETY.

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
ARTICLE 42
Grievance and Arbitration Procedure

1. Grievance defined: A grievance is defined as a dispute between the Union on behalf of an employee(s) 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 the NERC has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. The procedure for disciplinary matters is addressed in a separate Article of this Agreement and therefore disciplinary matters are not subject to this grievance and arbitration procedure. Disputes specifically excluded in other Articles of this Agreement from the grievance and arbitration procedure shall not be construed as in the purview of this Article.

2. The provisions of the CCFD rules and regulations informal conflict/dispute resolution procedure, its timelines and team members, shall be implemented prior to a grievance being filed by an employee and/or the Union.

3. If mutually agreed, either party may request, in writing, a waiver of the time limitations set forth in this Article. A grievance shall be considered abandoned if not filed and processed by the 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 grievance in accordance with the time limits set forth in this Agreement shall result in the grievance advancing to the next step of the procedure.

4. No prejudicial, discriminatory or retaliatory action may be taken, at any time, by the Union or the County, against any person for his/her participation in or statements made in the investigation or settlement of a grievance.

Interpretation and Application of the Express Terms of the Agreement

Step 1—Fire Chief Response

The Union, on behalf of an employee, who believes that the employee 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 of
known of the contract violation. The grievance shall state the violation and cite the Article and Section. The Fire Chief or his/her designee shall, within ten (10) working days of receipt (the definition of working day is defined in the Disciplinary Article), meet with the Union and affected employee to try to resolve the problem. If the problem is not resolved at the meeting, the Fire Chief or his/her designee shall have five (5) working days from the date of the meeting to respond to the grievance in writing stating the reason(s) for denial of the grievance.

Step 2—County Manager Response

If the grievance is not settled at Step 1, the Union, on behalf of an employee(s), may, within five (5) working days of the receipt of the Fire Chief’s decision, file the grievance with the Clark County Human Resources Deputy Director, as representative of the County Manager, with the Union sending a copy to the Fire Chief. The County Manager, 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. If the problem is not resolved at the meeting, the County Manager or designee shall have five (5) working days to respond in writing to the grievance giving his/her decision.

Step 3—Arbitration

a. If the Step 2 decision is unacceptable, the Union, on behalf of an employee, may make a written request for arbitration within five (5) working days of receipt of the Step 2 decision. In such event, the parties shall jointly request the American Arbitration Association (AAA) to furnish a panel of five (5) arbitrators from which the arbitrator shall be selected. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date. The selection shall be accomplished by the Union first and the County next, each striking one (1) name from the list in turn until only one (1) name remains. If both parties agree, a permanent panel of arbitrators may be selected instead of using the services of AAA.

b. The arbitrator’s decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed his/her authority set forth in Section “d” below and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, Nevada Revised Statutes (NRS).

c. 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.
Only one (1) grievance may be decided by the arbitrator at any hearing; however, the parties may mutually agree to waive this requirement. 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 is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this Agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this Article. The arbitrator shall consider and decide only the particular issues presented by the Union and the County, and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of alleged violation or date of the filing of the grievance as decided by the arbitrator.

Subject to the provisions of Section 2 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.

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
ARTICLE 20
Grievance and Arbitration Procedures

1. A grievance is defined as a filed dispute between an employee and/or the Union and the County over the interpretation and/or application of the express terms of this Agreement. A grievance shall not be defined to include any matter or action taken by the County or its representatives for which relief is provided under the statutes of the State of Nevada or any matter specifically excluded from the grievance and arbitration procedures by other provisions of this Agreement.

2. Discipline subject to this disciplinary procedure is defined as an employee's oral reprimand, written reprimand, suspension, demotion, or involuntary termination from County service, carried out in accordance with the guidelines that are established in the Clark County Fire Department (CCFD) Rules and Regulations. Oral reprimands are not subject to the appeal procedures as outlined in this article, however the employee may include rebuttal comments on the Employee Interview Sheet (EIS). Such rebuttal comments must be restricted to the specific reprimand in question.
3. Disputes specifically excluded in this Article or other Articles of this Agreement from either the grievance and arbitration procedure or the disciplinary procedure shall not be construed as in the purview of this Article.

4. Mutual agreement of the parties is required, in writing, in order to extend any of the time limits in the grievance and arbitration procedures outlined in this Article. A disciplinary appeal or grievance shall be considered abandoned if not filed and processed by the employee, or Union on behalf of the employee, where indicated in accordance with the time limitations. Failure on the part of the County to respond to a disciplinary appeal or grievance in accordance with the time limits set forth in this Agreement shall result in the matter advancing to the next step of the procedure.

5. For the purpose of addressing disciplinary appeals and resolving grievances at the earliest possible point in time, both parties will make full disclosure of the facts and evidence which bear on the matter at hand, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. Both parties agree to share such facts and evidence at least one (1) working day prior to a Step 1 or Step 2 hearing.
and at least three (3) working days prior to a Step 2 or Step 3 
Arbitration. An Arbitrator shall not consider any evidence 
from a party who willfully failed to produce such evidence in 
support of his/her position, as outlined in this paragraph.

6. A working day, as referred to in this Article, is defined as 
Monday through Friday, 8:00 AM until 5:00 PM, excluding 
Saturday, Sunday, and holidays.

7. Discipline

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 management representatives shall be required to provide a union representative any time there is reason to believe that disciplinary action equal to or greater than an oral reprimand will result from any meeting between an employee and his/her supervisor/management representative. Any time an employee believes he/she is
going to receive discipline as a result of a meeting with his supervisor/management representative, he/she may request to have a union representative present. The meeting shall be postponed for a time period not to exceed twenty-four (24) hours until such time a union representative is available.

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 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 representative(s) and an officer(s) of the Union, Shall convene to investigate the incident. During their investigation, the team shall interview all parties involved, and analyze the facts of the incident. When an employee is investigated, he/she shall be provided with a Union representative, and advised of the purpose, time, date, and site of the interview. Upon the conclusion of this process, which must be completed within thirty (30) calendar days, the team shall present its finding(s) to the Fire Chief for his/her decision.

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.

J. Written Reprimands

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

K. Suspensions, Demotions or Terminations

1) Step 1 – Fire Chief Hearing and Response

a. An employee, who is recommended for termination, may be suspended with or without pay in an administrative leave pay status pending the Fire Chief hearing or arbitration.

b. The employee, or the Union on behalf of the employee, who has been recommended for suspension, demotion or termination shall have five (5) working days, not including the day of
receipt of the notice recommending suspension, demotion or termination, to request a hearing in writing of the Fire Chief, with a copy to the Deputy Director of Human Resources. The Fire Chief may select up to two (2) management representatives to attend the hearing. The Fire Chief, or his/her designee, shall hear the case. If desired by the employee, up to two (2) representatives of the employee's choice may attend the hearing. At no time shall the total number of attendees at the hearing exceed six (6) individuals unless mutually agreed to by the parties at least one (1) day in advance of the hearing.

c. The employee who has made a timely request for a Fire Chief hearing in writing shall be given at least three (3) days notice prior to the hearing which must be held within ten (10) working days of the employee's request. The notice shall include the time and location of the hearing. Failure on the part of the employee to request in writing or to appear at the scheduled hearing shall serve as a waiver of the procedure. The hearing
shall not follow formal rules of evidence and shall be conducted in an informal manner. Upon request of either the employee, the Union on the employee's behalf, or the County, the hearing shall be taped with both parties receiving copies. The Fire Chief or designee shall conduct the hearing. The management representative shall read the discipline notice to the employee. The employee or his/her representative may then respond to all specified charges.

d. The Fire Chief or designee shall render a decision in writing within two (2) working days of the close of the hearing to the employee, the Union or the employee's representative, and the 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.

2) Step 2 – Arbitration

a. Suspensions, demotions and involuntary
terminations shall be appealed to an Arbitrator. It shall not include matters for which the Nevada Equal Rights Commission has jurisdiction.

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

8. **Contract Interpretation**

A. **Conflict/Dispute Resolution**

1) **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.**
B. Step 1 – Fire Chief Meeting and Response

1) An employee, or the Union on behalf of an employee, who believes that he/she has a grievance relating to the interpretation and application of the express terms of the Agreement shall reduce the grievance to writing and submit it to the Fire Chief within ten (10) working days after the affected employee first knew or should have known of the contract violation. The grievance shall state the violation and cite the Article and Section and shall state the requested remedy.

2) The Fire Chief or his/her designee shall, within ten (10) working days of receipt, meet with the Union and the affected employee to try to resolve the problem.

3) If the problem is not resolved at the hearing, the Fire Chief or his/her designee shall have five (5) working days from the date of the hearing to respond to the grievance.

C. Step 2 - County Manager Meeting and Response
1) If the grievance is not settled in Step 1, the aggrieved employee, or the Union on behalf of an employee, may, within five (5) working days of the receipt of the Fire Chief's decision, file the grievance with the Deputy Director of Human Resources as representative of the County Manager.

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

D. Step 3 – Arbitration

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.
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 arbitration. The arbitrator shall, within a reasonable period of time prior to the arbitration date, inform both parties of his/her 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 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 authority set forth as outlined in the arbitration section of this article, and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, the Nevada Revised Statutes.

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 about the arbitrability of an issue, the arbitrator shall decide this issue prior to deciding the merits of a case.

Signature/Date  5/1/07
Ryan Beaman
President/Chief Spokesman

Signature/Date  5/1/07
Ray Visconti
County/Chief Spokesman
ARTICLE 21
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 these 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 2 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 D) 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. The County agrees to give the Union ten (10) days' notice, except in the case of emergency, of any proposed modification of these existing Rules and Regulations. The Union shall be allowed to submit any comments it desires regarding the proposed modification of the Rules and Regulations or any revised rule or regulation already implemented in the case of an emergency. Any comments from the Union received within ten (10) days after the Union is advised of the proposed modification shall be given consideration prior to the implementation of a modification, except in the case of an emergency.

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 42 20. 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.

8. The Union and the County recognize the existence of the standard operating procedures of the County Fire Department to which all employees covered by this Agreement are bound. The Joint Operating Procedures Team, established in accordance with the provisions of the Rank and File Contract, shall recommend to the Fire Chief any and all suggested changes for new or existing Standard Operating Procedures, with the final authority for adoption and implementation of the recommended changes residing with the Fire Chief.

Signature/Date 5/1/07
Ryan Beaman
President/Chief Spokesman

Signature/Date 5/1/07
Ray Visconti
County/Chief Spokesman
Union Proposal: 4/11/07

**New Language** = Bold & Underline
**Deleted** = (Strike Through)

**ARTICLE 30**
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.

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
ARTICLE 31
Compensation for Temporary Status Change

1. Whenever a shift Battalion Chief assumes a position whereby his/her workweek temporarily changes to 40 hours as a result of that change of position:

   a. He/she shall be compensated an amount equal to the cash holiday pay he/she would have received under 56-hour workweek;

   b. He/she shall be compensated an amount equal to the cash bonus day pay he/she would have received under a 56-hour workweek.

   c. **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. No employee shall be involuntarily reassigned to a 40-hour workweek on a permanent basis.**

   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 the Administration and/or the Training Divisions, shall receive premium pay at the rate of ten**
percent (10%) of their base salary, and shall continue to receive any other premium pay they received prior to their temporary assignment to the Administration and/or Training Divisions. 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 timeframe. Employees assigned to the Administration and/or Training Divisions who are on light duty are not eligible for this premium pay.

For the County of Clark

Date

For AFF, Local 1908

Date
ARTICLE 33
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.

\[Signature/Date\]
Ryan Beaman
President/Chief Spokesman

\[Signature/Date\]
Ray Visconti
County/Chief Spokesman
ARTICLE 36
Term of Agreement

Except as provided, this Agreement shall be effective as of July 1, 2007, and shall remain in effect until the 30th day of June, 2011, and shall continue from year to year thereafter, 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.

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

[Signatures and dates]

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
NEW ARTICLE

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.

Signed for the County of Clark

For IAFF, Local 1908

Date 21/4/09

Date 21/4/09
NEW ARTICLE
Shift and Duty Station Vacancies

1. Captains may act as a Fire Battalion Chief only when:
   a. No Fire Battalion Chief is available or eligible to work the assignment.
   b. Battalion Chief Collective Bargaining Agreement negotiation sessions or labor management meetings are being held.

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. Preference shall be given to those employees on the current Fire Battalion Chief promotional list.

4. During any shift, there shall be no more than one (1) employee acting as a Fire Battalion Chief, with the exception of section 1b above.

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.
6. The promotional examination list for Fire Battalion Chief shall remain in effect for two (2) calendar years from the time the list is established.

Signature/Date  
Ryan Beaman  
President/Chief Spokesman  

Signature/Date  
Ray Visconti  
County/Chief Spokesman
New Article
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:

1. **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.
2. **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.

3. **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.

4. **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. **The County and the Union encourage employees with an alcohol and/or drug problem to disclose the problem and seek assistance.**

2. **VOLUNTARY DISCLOSURE OF ALCOHOL AND/OR DRUG PROBLEM**
A. Reporting and testing procedures for self-disclosure (voluntary).

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

1) An employee who voluntarily comes forward to ask for assistance to deal with an alcohol and/or drug problem shall disclose the problem to one of the following: his/her supervisor, the fire department employee assistance program (EAP), the Union president or the fire department’s administrative services manager (FASM). If the employee chooses to notify only his/her supervisor, then that supervisor shall then notify his/her supervisor and the FASM. The FASM shall then notify the Fire Chief, EAP and the Union president.

2) An employee shall not be permitted to enter the voluntary disclosure program if any portion outlined in Section 6 of the SAP “Reasonable Suspicion” has been observed and/or if the employee has been involved in a vehicle accident, which may require a drug screening, and if the testing procedures outlined in Section 4 have been properly initiated.
3) If the employee is an eligible member of a bargaining Unit, the first on scene supervisor shall advise him/her of his/her right to have a Union representative present prior to testing. The supervisor shall allow thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.

4) The employee who voluntarily comes forward to ask for assistance with an alcohol and/or drug problem shall be immediately removed from duty and placed on sick leave. If the employee does not have any sick leave on the books, the employee shall be placed on annual leave. The employee shall remain on the sick or annual leave throughout the treatment and rehabilitation process. If the employee does not have sick and/or annual leave on the books or at some point in the recovery process he/she exhausts all his/her sick and annual leave, he/she shall request any other available leave as provided in Article 38 of the Collective Bargaining Agreement (CBA). The FASM shall notify the employee of his/her ability to apply for family medical leave (FMLA), catastrophic leave, and leave without pay (LWOP), as provided for in the 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 the 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 will **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 will **shall** be subject to disciplinary action up to and including termination and may be placed on a **LCA Last Chance Agreement** 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 must **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 of 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 will **shall** be terminated with no LCA Last Chance Agreement.

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)**, amphetamines, barbiturates, benzediazepines, and narcotics.

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 employees **themselves** or others.
An employee who fails to notify his/her supervisor may be subject to disciplinary action up to and including dismissal **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 **must 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 of any criminal drugs statute convictions for a violation occurring in the
workplace no later than five days after such conviction. Failure to notify the department head shall result in disciplinary action up to and including termination. 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 will 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 appropriate department head Fire Chief and the Employee Relations Division of Personnel 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 will \textit{shall} be made to have the employee transported home. The sample shall be tested and confirmed and \textit{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 Employee Relations Division of the Clark County Personnel Department \textit{EAP}, who \textit{shall} then immediately notify and make a copy of the report available to the employee. The employee's department head
Fire Chief or designee will **shall** be notified whether the test results are positive or negative. A drug test will **shall** be considered positive or negative if the confirmation cutoff levels established by SAMHSA are exceeded. An alcohol test will **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 Last Chance Agreement **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 will **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 will **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 will **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 department head Fire Chief with a certificate of fitness signed by the prescribing physician indicating the employment status of the employee. The certificate will **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 will **shall** result in the following action:

1) First offense: The employee will **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 Last-Chance-Agreement **LCA**, which includes rehabilitation and aftercare.

2) Before the employee may return to work the employee will **shall** provide the department head **Fire Chief** with a certificate of fitness/return-to-duty form signed by the **Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider** prescribing physician/state licensed rehabilitation and treatment program-provider releasing the employee to return to work. This must occur within **ninety (90)** days of the drug or alcohol test date. Failure to provide a return-to-duty form within **ninety (90)** days will **shall** result in disciplinary action up to and including termination. The certificate will **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 will **shall** be suspended without pay pending termination.

D. A test resulting in a positive screening for alcohol will **shall** result in the following action:

1) First offense: The employee will **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 Employee Assistance Program **EAP**. The employee will **shall** be required to provide a certificate of fitness/return-to-duty from the **Bureau of Alcohol and Drug Abuse certified rehabilitation program/provider** prescribing physician/state licensed rehabilitation and treatment program provider before returning to duty.

2) Second offense: The employee will **shall** receive a suspension without pay for a period of time based on the severity of the infraction and will **shall** be required to sign and successfully complete the conditions of a Last Chance Agreement **LCA** which includes a rehabilitation and aftercare program.
3) Third offense: The employee will **shall** be suspended pending termination. The department Head **Fire Chief** may decide not to terminate an employee based on mitigating circumstances. If the department head **Fire Chief** chooses not to terminate the employee, the department head **Fire Chief** shall follow the second offense procedure in this section.

E. Last Chance Agreement

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

1) The Fire Department will **shall** notify the employee to contact the Employee Assistance Program **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 Employee Assistance Program **EAP** will
shall assess and determine the appropriate level of treatment, offering recommendations regarding program/provider options. The program/provider may be selected by 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 will 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 prescribing physician/state-licensed rehabilitation and treatment 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. An employee's department head The Fire Chief or designee may require testing at any time the employee is on duty.
6. FIRE FIGHTER APPLICANTS

The Personnel Human Resources Department will 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 will 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 Personnel Human Resources file. Information of this nature will shall be contained in a separate confidential medical record that will shall be securely kept under the control of the Personnel Human Resources Department.
B. With the exception of the laboratory testing facility, the Employee Relations and Employee Assistance divisions of the Clark County Personnel 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

Training shall be provided by qualified personnel 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.

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
NEW ARTICLE
Travel Pay

1. 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

$108 \text{ miles} \times 2 = 216 \text{ miles per shift travel pay}$

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.**

---

Signature/Date: 5/7/07
Ryan Beaman
President/Chief Spokesman

Signature/Date: 5/7/07
Ray Visconti
County/Chief Spokesman
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 meeting's 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

Ryan Beaman
President/Chief Spokesman

__________________________
Signature/Date
Ray Visconti
County/Chief Spokesman

01/07

01/07
APPENDIX B
Salary Schedule

1. Effective July 1, 2003, the County will **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 hired/promoted Battalion Chiefs after 3/30/04. The County will **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 will **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. The differentials between the base salary for a topped out Fire Captain and Battalion Chiefs, therefore, are as follows: These salary schedules are contained in Schedule C.
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Note: For those employees hired or promoted on or after 3/30/04
* For those employees hired or promoted on or after 3/30/04

7/1/2006 - 6/30/2007

FOR EMPLOYEES HIRED BEFORE 3/30/04

** SCHEDULE F80 **

STEP 1 \( \text{TBD}^* \)

STEP 2 \( \text{TBD}^* \)

** SCHEDULE F84 **

STEP 1 \( \text{TBD}^* \)

STEP 2 \( \text{TBD}^* \)

FOR EMPLOYEES HIRED OR PROMOTED ON OR AFTER 3/30/04

** SCHEDULE F80 **

STEP 1 \( \text{TBD}^* \)

STEP 2 \( \text{TBD}^* \)

STEP 3 \( \text{TBD}^* \)

** SCHEDULE F84 **

STEP 1 \( \text{TBD}^* \)

STEP 2 \( \text{TBD}^* \)

STEP 3 \( \text{TBD}^* \)

* For those employees hired or promoted on or after 3/30/04

** To be determined (TBD) following 2006 Rank & File negotiations

1. Effective July 1, 2008 and year to year thereafter, employees appointed promoted to Fire Battalion Chief classifications on or after 3/30/04 that are covered by this Agreement will shall be appointed promoted at Step 1 (15%) of the salary range. Upon the completion of the one (1) year qualifying period, the employee may shall be advanced to Step 2 (16 17%)
of the salary range. At the completion of the 2\textsuperscript{nd} year of service as a Fire Battalion Chief, the employee will \textbf{shall} move to Step 3 (47.19\%) of the salary schedule. \textbf{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 Schedule D.}

2. 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 will \textbf{shall} receive an additional half (1/2) hour compensation for each hour worked beyond 212 hours in a 28-day cycle. Employees receiving payment at time and one-half (1 1/2\%) for any hours worked over 212, shall not receive an additional half (1/2) 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.

3. \textbf{Effective July 1, 2003 the County shall pay to IAFF, Local 1908, $75 per covered bargaining unit person monthly for health insurance, or the same amount provided to the non-supervisory bargaining unit employees.}

4. In addition to the salary increases provided by the County to the employees covered by this Agreement, if, during the term of this Agreement, there is an
increase in the rate of retirement contribution for the Public Employee Retirement Program's early retirement program, the County shall fund the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for in NRS 286.421. This increase, if any, is in lieu of an additional salary increase.

Signature/Date 2/4/09
Ryan Beaman
President/Chief Spokesman

Signature/Date
Jesse Hoskins
County/Chief Spokesman
APPENDIX D
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 20, 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.

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 23 of the Collective Bargaining Agreement.

\[Signature/Date\]
Ryan Beaman
President/Chief Spokesman

\[Signature/Date\]
Ray Visconti
County/Chief Spokesman
APPENDIX E

CLARK COUNTY FIRE DEPARTMENT SUBSTANCE ABUSE OBSERVATION FORM
(A SUPERVISOR MUST INDEPENDENTLY 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, HOARINESS, COUGHING
☐ DETERIORATION OF PHYSICAL APPEARANCE

MOOD
☐ EXTREME SENSITIVITY/OVER REACTIVE
☐ IRRITABILITY/SHORT TEMPER
☐ EXTREME/QUICK MOOD SWINGS
☐ MOOD IS SIGNIFICANTLY DIFFERENT THAN NORMAL
☐ MOOD IS SIGNIFICANTLY DIFFERENT THAN NORMAL
☐ TREMORS
☐ ALCOHOLIC BEVERAGE OR CHEMICAL ODORS
☐ 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 ____________

[Signature with dates]
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.

Signature/Date 5/07/07
Ryan Beaman
President/Chief Spokesman

Signature/Date 5/7/07
Ray Visconti
County/Chief Spokesman
Union Proposal: 3/28/07

New Language= Bold & Underline
Deleted= (Strike-Through)

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

Pay and Benefits for employees deployed for FEMA USAR related activities

1. The Union and the County recognize that employees covered by the Supervisory Collective Bargaining Agreement may voluntarily participate as members of the Federal Emergency Management Agency Urban Search and Rescue Task Force (FEMA USAR).

2. The Union and the County further recognize that an agreement between FEMA and the County is in place since February 2, 1993 which applies only to US and R Task Force activities performed at the request of the Federal Government. Clark County is Currently operating under this agreement.

3. The Union and the County agree that so long as the provisions in numbers one (1) and two (2) are met, employees covered by this agreement are entitled to all benefits provided through the Collective Bargaining Agreement that they would have been otherwise entitled to in the performance of their duties with the CCFD.
4. The Union and the County agree that if the MOA referenced in number two (2) ceases, number two (2) and three (3) no longer apply.

5. The Union President shall be notified in writing if the MOA referenced in number (2) is amended, modified or terminated. This notification shall take place within ten (10) days of the written notice as referenced in section VIII A of the MOA referenced in number two (2).

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
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.**

Signature/Date:  Ray Visconti  
County/Chief Spokesman  
5/1/07
LETTER OF AGREEMENT BETWEEN
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1908
SUPERVISORY UNIT
AND
CLARK COUNTY

ARTICLE 27 BENEFITS
ANNUAL LEAVE ASSIGNMENT

Effective July 16, 2003, those employees who are were covered by the IAFF Supervisory/Clark County Agreement on July 15, 2003 shall remain eligible for the full benefits of this Article during their term of employment.

The County shall restore all benefits that would have been accrued by employees pertaining to this Article since July 16, 2003.

The County will supply each employee covered by this Agreement a record of all PERS contributions made on his/her behalf since July 16, 2003.

Employees who are covered by this Letter of Agreement are: Paul Calabrese, Renee Dillingham, Donald O'Shaughnessy, Stephen Ratigan, Darrel Rezendez, Steven Smith, Robert Taylor, and Jeff Tidwell.

Employees appointed/promoted to classifications that are covered by this Agreement after July 16, 2003 are not entitled to the PERS benefits specified in Article 27.

Signature/Date
Ryan Beaman
President/Chief Spokesman

Signature/Date
Ray Visconti
County/Chief Spokesman
LETTER OF AGREEMENT BETWEEN
THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 1998
SUPERVISORY UNIT
AND
CLARK COUNTY

ARTICLE 14
SAFETY & HEALTH—SAFETY BOOTS

The Union and the County Fire Department agree that:

In accordance with Article 11, Section 2, of the IAFF Supervisory/Clark County CBA, it is agreed to by both parties that in order for the contract to be complied with, that for the fiscal year beginning July 1, 2003 the County will reimburse all employees covered by this Agreement up to $193.05 (including tax) for the purchase of one (1) pair of Black Safety Steel/Composite Toe Work Boots or Shoes. Once an employee has purchased the boots/shoes, the employee is responsible for submitting the original receipt to the FD Accounts Payable/Finance Area with their name and full address attached. Once the receipt is received, the FD—accounts payable area—will process a vendor claim voucher for the reimbursement to be mailed to the employee's residence.

Employees will be responsible for any amount over $193.05. Employees purchasing boots/shoes for less than the amount specified above will only be reimbursed for the price of the boots/shoes purchased.

[Signatures]

Ryan Beaman
President/Chief Spokesman

Ray Visconti
County/Chief Spokesman