

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

On March 15, Clark County, Nevada declared a state of emergency in response to the COVID-19 pandemic. With public safety a foremost concern and in order to minimize the temporary shutdown of apparatus by the Fire Chief, Local 1908 agrees to the following concessions for fiscal year 2021. All concessions shall return effective July 1, 2021, with the exception of the newly established workweek schedule which shall expire as of July 23, 2021, unless otherwise negotiated in accordance with NRS288.

1. Local 1908 agrees to allow roving of BID personnel under the following:
 - a. As a result of unit brownouts (temporary reassignments), no secondary roving shall be allowed.
 - b. Roving selection shall be determined by seniority.
 - c. Roving personnel shall be placed in Telestaff prior to unbid personnel.
2. Temporary reassignments related to the COVID event will be allowed through June 30, 2021.
3. Local 1908 agrees to forgo the sixteen (16) hours of holiday pay associated with the following holidays as listed in section 1 of Article 15 *Holidays*:
 - a. Martin Luther King Jr. birthday
 - b. Washington's birthday
 - c. Memorial Day
 - d. Labor Day
 - e. Nevada Day
 - f. Veteran's Day
4. The new workweek schedules will adhere to a 76-hour pay period with the following schedules:
 - a. A 38-hour work schedule shall be four (4) nine and one half (9 ½) work shifts and three (3) consecutive days off. Overtime shall be compensated at time and one-half (1 ½) for hours worked in excess of ten (10) hours per day.
 - b. Employees will be compensated at the same hourly rate for seventy-six (76) hours in a pay period as opposed to eighty (80). This change will result in reduction of four (4) hours worked per pay period.
 - c. The workweek schedule must comply with the Fair Labor Standards Act definition of workweek, Section 778.105 (FLSA Regulations 29 CFR, July 1985) and any amendments that define the workday.

- d. All relevant articles in the collective bargaining agreement that address a 40-hour workweek or designated work shift will comply with the newly defined work week and pay period and appropriate adjustments will be made.
5. Local 1908 agrees to a zero (0%) percent COLA increase effective July 1, 2020.
6. There will be no reduction in the schedule of accrued benefits: Article 16 *Sick Leave* and Article 25 *Vacation*.
7. Specific change to Article 25 *Vacation* the requirement to use five (5) shifts of vacation for the purpose of Vacation Sell Back shall be suspended for the duration of this Letter of Agreement.
8. All other references to 8 or 10-hour shift personnel throughout the CBA shall be considered nine and one half (9 ½) hour shift personnel for the duration of this LOA, as referred to in section 12.
9. Specific change to Article 15 *Holidays* – Paragraph 6: All 9 ½-hour personnel may only be compensated for a maximum of 9 ½ hours at the straight time rate for observed holidays.
10. Specific change to Article 28 *Shift Operation* – The present method of shift operation for Non-suppression personnel shall be changed and governed by the language negotiated in Section 4 of this LOA. Scheduled work shift start times shall vary at thirty (30) minute intervals between the hours of 6:00am and 8:00am for the duration of this LOA. All newly created work schedules shall be filled utilizing a seniority-based bid system and may be adjusted on a quarterly basis.
11. The existing LOA related to ‘Acting Down’ and the LOA related to ‘Firefighter/Paramedic’ which denote an expiration date of June 30, 2020 shall be extended to June 30, 2021.
12. The implementation effective date of the newly established workweek schedule in 4(a) shall be July 25, 2020 with the LOA expiration date of July 23, 2021.
13. Local 1908 and Clark County agree that the current collective bargaining agreement set to expire on June 30, 2020 shall be extended to June 30, 2021.

APPENDIX A
List of Classifications

<u>Class Title</u>	<u>Hours</u>	<u>Schedule</u>
Chief Investigator	10	84
Deputy Fire Marshal	8****/10	78
Emergency Medical Services Coordinator	10	82
Emergency Medical Services Supervisor	24	75
Fire Auto & Equipment Specialist - CDL	10	58
Fire Auto & Equipment Specialist	10	58
Fire Auto & Equipment Supervisor	10	60
Fire Captain (Fire Training Division)	10	76
Fire Captain (Fusion Center)	10	76
Fire Captain	24	77
Fire Captain (L)	24	77(L)
Fire Captain Administrative*	8	76
Fire Chemical Engineer	8****/10	64
Fire Department Protection Engineer	8****/10	66
Fire Department Training Instructor	10	72
Fire Department Training Officer - Airport	10	76
Fire Department Training Officer	10	76
Fire Department Volunteer Coordinator	10	76
Fire Engineer	24	73
Fire Engineer (L)	24	73(L)
Fire Engineer (J)	24	73(J)
Fire Engineer Administrative*	8	74 (steps 1-2)
Fire Equipment Technician	10	56

Fire Fighter I (Rookie School)**	8	68
Fire Fighter I (Shift)**	24	69
Fire Fighter I (Shift) (L)	24	69(L)
Fire Fighter I (Shift) (J)	24	69(J)
Fire Fighter Paramedic I (Rookie School)**	8	68
Fire Fighter Paramedic I (Shift)**	24	69
Fire Fighter II	24	71
Fire Fighter II (L)	24	71(L)
Fire Fighter II (J)	24	71(J)
Fire Fighter II	8	70
Fire Fighter Administrative *	8	70
Fire Inspector Trainee (One Year)	8	70
Fire Inspector	8****/10	72
Fire Inspector (L)	8****/10	72(L)
Fire Investigator I	24	73
<u>Fire Investigator I</u>	<u>10</u>	<u>74 (Step 2&3)</u>
Fire Investigator II	24	77
<u>Fire Investigator II</u>	<u>10</u>	<u>76</u>
Fire Logistics Officer	10	82
Fire Materials Controller	10	56
Fire Mechanical Supervisor	10	62
Fire Plans Checker	8****/10	74
Fire Systems Coordinator	10	78
HAZ-MAT Coordinator	10	82
Public Fire Education Officer	10	74

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

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

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

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

**** Effective July 1, 2016, employees hired or promoted into these classifications may be assigned to an 8-hour shift.