

**LETTER OF AGREEMENT
BETWEEN
Clark County, Nevada
And
JUVENILE JUSTICE PROBATION OFFICERS' ASSOCIATION**

Clark County, Nevada declared an emergency on March 15, 2020, in response to the Covid-19 pandemic. The emergency has resulted in significant fiscal impacts to the County. The parties mutually agree to these changes to the collective bargaining agreement to achieve savings.

1. Article 15, paragraph 3, shall be amended to read as follows:

Effective July 1, 2020, there will be no increase to the salary plan covering scheduled employees in Appendix A.

Article 15, paragraph 4, shall remain the same.

2. The 40-hour workweek specified throughout the collective bargaining agreement shall be reduced. All relevant contract article language will be revised to reflect the newly established workweek schedules.

- a. The new workweek schedules will adhere to a 76-hour pay period with the following schedules depending on operational needs:

- i. A 38-hour work schedule shall be four (4) nine and one half (9 ½) hour work shifts with a thirty (30) minute unpaid lunch period and three (3) consecutive days off. Overtime shall be compensated for hours worked in excess of forty (40) hours in a workweek.

- ii. A 9/76 work schedule shall include one 40-hour workweek and one 36-hour workweek per 76-hour pay period with two (2) consecutive days off in the 40-hour workweek and three (3) consecutive days off in the 36-hour workweek. Overtime shall be compensated for hours worked in excess of forty (40) hours in a workweek.

- iii. Employees assigned to 24-hour facilities may have a different schedule than identified in 2(i) or 2(ii).

*Note: specified work hours and days off can be in the first or second work week of a pay period.

- b. 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.
- c. The implementation effective date of the newly established workweek schedule in 2(a) shall be July 25, 2020 with an expiration date of July 23, 2021.

- d. Employees shall be compensated at the same hourly rate for seventy-six (76) hours in a pay period as opposed to eighty (80) hours. This change in hours compensated shall result in a reduction of four (4) hours worked per pay period.
3. The following articles will remain unchanged and there will be no reduction in benefits: Article 16 Initial Appointment, Rehire, Promotion, Demotion, Transfer, Reassignment, Article 23 Vacation, and Article 24 Sick Leave.
4. Article 22 – Holidays - The pay for each holiday shall be equal to the employees designated work shift as defined by 2(a) of this LOA. Employees required to work on an observed holiday shall receive payment at time and one-half (1 ½) for all hours worked in addition to holiday straight time. Employees working a schedule other than Monday – Friday shall bank the holiday leave equal to the designated work shift if the holiday falls during the employee’s weekend.
5. This letter of agreement (LOA) shall expire on June 30, 2021, except the newly established workweek which will expire on July 23, 2021.
6. Article 13 – Section 2 (1)– Recall – shall be changed to read, “Any permanent status employee laid off under this article shall, based on seniority, have his/her name placed on an appropriate county recall list (s) for a period of three (3) years.”
7. For informational sharing purposes only and limited to the time frame of the established 76-hour pay period as defined in this agreement, the County agrees to provide readily available financial updates on a monthly basis including any additional funding that becomes available to the County.
8. Agreement that when management plan employees within the County have their work week restored to a 40-hour work week, the County will restore the 40-hour work week to JJPOA bargaining unit employees. Any extension of the 38-hour work week, must be contractually agreed upon by both the JJPOA and the County.