



**STEVE SISOLAK**  
Commissioner

*Board of County Commissioners*

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June 24, 2009

IAFF Local 1908  
Attn: Ryan Beaman  
6200 W. Charleston Blvd.  
Las Vegas, NV 89146

Via Facsimile: 702-870-3014

Dear Ryan,

I was surprised by the information you provided in your email of June 22, 2009, to the Commissioners. I have a different recollection of what was discussed in my meeting with Brett, Commissioner Giunchigliani, the county manager, David Dobrzynski and you. I think it is important to bring these discrepancies to your attention before you disseminate this information to your members.

As I recall, you were going to make some changes to the agreement you presented at the meeting. I have reviewed your email with Virginia and David and we agree that the following issues are unresolved:

- The costs associated with the two additional shifts of personal leave are not identified in your proposal. By your own estimate these costs are \$1.267 million annually.
- The spreadsheet you provided on the costs of the additional two shifts uses 36 hours for computing the costs instead of 48 hours for the two additional 24-hour shifts with no explanation of how you arrived at 36 hours. If the correct number of hours in two 24-hour shifts is 48 hours, then the costs to the county is closer to \$1.584 million.
- The costs of the additional shifts is greater than the \$1.2 million in savings from a 1% COLA reduction and, therefore, cannot be considered a wage concession with the exception of prevention employees.
- You agreed in our meeting that the additional 2 shifts/person personal day would be a one time occurrence should the COLA be reinstated.
- The \$4 million in fire capital from station security does not result in a net savings to the county although we appreciate the willingness of IAFF to make this concession so that the Board can reconsider this particular project along with other impending cuts to other capital projects.

Additionally, we have the following concerns regarding your draft agreement:

- The language you proposed relative to the contract extension appears to imply that the County intends to grant a COLA in future years. That may or may not prove to be a viable alternative.

- You attempt to gain concessions that are clearly outside of NRS 288 in items 7, 8, and 9.
- Items 10 and 11 do not allow for transparency and violate the spirit and intent of SB 427.
- While item 7 is not a subject of mandatory bargaining, the county manager has asked the county comptroller (chair of the Deferred Compensation Committee) to propose changes to the composition to 3 management representatives, 3 labor representatives (one from IAFF and 2 from SEIU) and retaining the comptroller as chair. Other labor/management members may be added in equal proportions.
- A response to item 9 has already been provided to you and to the Commissioners.
- Estimates for property taxes next year are anticipated to be down by about 10% countywide. That figure could be even greater in the fire service taxing district due to the anticipated decline in commercial property assessments, particularly on the Strip. Therefore, should we agree to extend the agreement, it would be preferable to not extend the agreement as it relates to any economic articles, as was the case with the one year extension of the SEIU agreement.
- **I am very concerned with the manner in which other union concessions have been characterized.**
- This is not a formal negotiation process so your proposal should only be considered an offer at this point and not an agreement.

Given the uncertain financial future facing the County and the likelihood that conditions will deteriorate further, it is my opinion that unless the Union is willing to submit a proposal that actually translates to a wage concession it may be in the best interests of the County to forego any further discussions on this matter at this time and enter into formal negotiations in February.



Steve Sisolak  
County Commissioner

SS:ksm

Attachments

cc: County Commissioners  
Virginia Valentine

**PROJECTED ANNUAL OVERTIME COST FOR (2) PERSONAL DAYS (FIRE SUPPRESSION ONLY)**  
 (hourly rate based on a 2% COLA increase for 2009/10)

SCHEDULE	RANK	HOURLY RATE	O/T HOURS	COST PER O/T SHIFT	TIMES 2 SHIFTS	NUMBER OF EMPLOYEES	ANNUAL COST
77L	Fire Captain (Laughlin)	\$35.83	36	\$1,289.88	\$2,579.76	9	\$23,217.84
77	Fire Captain	\$32.88	36	\$1,183.68	\$2,367.36	99	\$234,368.64
77	Fire Investigator II	\$32.88	36	\$1,183.68	\$2,367.36	5	\$11,836.80
75	EMS Supervisor	\$29.95	36	\$1,078.20	\$2,156.40	3	\$6,469.20
73L	Fire Engineer (Laughlin)	\$32.17	36	\$1,158.12	\$2,316.24	12	\$27,794.88
73J	Fire Engineer (Jean)	\$30.19	36	\$1,086.84	\$2,173.68	3	\$6,521.04
73	Fire Engineer	\$29.22	36	\$1,051.92	\$2,103.84	168	\$353,445.12
73	Fire Investigator I	\$29.22	36	\$1,051.92	\$2,103.84	2	\$4,207.68
71L	Fire Fighter II (Laughlin)	\$28.93	36	\$1,041.48	\$2,082.96	21	\$43,742.16
71J	Fire Fighter II (Jean)	\$26.95	36	\$970.20	\$1,940.40	3	\$5,821.20
71	Fire Fighter II	\$25.98	36	\$935.28	\$1,870.56	294	\$549,944.64
				<b>TOTALS</b>		<b>619</b>	<b>\$1,267,369.20</b>

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

**COST SAVING MEASURES**

1. The Union shall forgo the implementation of the contract provision for station security, resulting in a cost savings to the County of approximately \$4 million in budgeted and authorized funds (Capital Improvement).
2. The Union shall forgo 1% of the 3% cost of living adjustment scheduled for implementation July 1, 2009 (approximately \$1.2 million in savings).
3. The Union and County shall extend the current collective bargaining agreement, set to expire June 30, 2010, for two (2) additional years thru June 30, 2012.
4. The Union and the County agree that during the new term of the contract the only issue to be opened, each year (February 2010 and February 2011) for negotiation, is for a cost of living increase for July 1, 2010 and July 1, 2011.
5. Effective August 1, 2009 each employee in every classification covered within the Collective Bargaining Agreement is authorized two (2) professional leave days annually. (A leave day is defined as equal to each employee's shift- 8 hour, 10 hour and 24 hour). These days must be used by December 31<sup>st</sup> of each calendar year. Employees shall be eligible to use these leave days after one (1) year of continuous full-time service. If the employee requests a professional leave day, the request shall be granted. No professional leave days shall be allowed the day before, the day of, or the day after the following holidays: New Years Day, Independence Day, Thanksgiving Day, Family Day and Christmas Day. The professional leave day is to be taken as a full day according to the employee's regular scheduled work shift.
6. The vacation slots that remain unfilled after scheduled vacations are authorized shall be used across the fire department in the manner provided for in the attached agreement.
7. The County agrees to change the composition of the Deferred Compensation Committee which, currently is composed of all management employees. The Committee shall, effective upon the signing of this agreement, be composed of equal number of management and labor representatives, with at least one (1) member of labor selected by IAFF Local 1908 Union president. The Chair of the deferred compensation committee shall rotate annually between labor and management.

8. The County shall continue to implement all cost saving measures identified in the Union's submittal to the County, as acknowledged as being undertaken by the County Manager in her letter, dated April 2, 2009. Those measures, yet to be undertaken by management, shall be implemented during the fiscal year starting July 1, 2009.
9. The County and Union shall quantify those cost savings measures discussed above, and provide a report to the Commissioners and to the public regarding the cost savings at a Commission meeting in August 2009.
10. This agreement shall only be placed in effect upon ratification by the membership of IAFF Local 1908 and upon the approval of the Board of County Commission.
11. Neither party shall discuss this agreement nor any discussions regarding this agreement with the press until ratified by the Union membership and approved by the Board of County Commissioners.

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Signature/Date  
Ryan Beaman  
President Local 1908

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Signature/Date  
Virginia Valentine  
County Manager