
MEMORANDUM OF UNDERSTANDING

The City of Las Vegas ("City") and the Las Vegas City Employees' Association ("LVCEA") hereby agree to the following Memorandum of Understanding ("MOU") to the current Collective Bargaining Agreement ("CBA").

Section 1: Week of Closing

The City of Las Vegas will go dark (close) the week of December 26, 2010 through January 1, 2011. However, the LVCEA recognizes that there are certain positions that still must be staffed even though the City is officially closed during this period; benefit hours, FOR EMPLOYEES COVERED BY THIS AGREEMENT (annual, sick and TILO) will not be allowed to be used during this week. To this end, the City shall provide to the LVCEA a list of such positions that will require staffing and those employees in those positions shall be required to be at work during this period.

Employees not required to work during the closure between the Christmas Holiday and the New Year's Holiday must be on pay status the shift preceding the Christmas Holiday and on pay status the shift following the New Year Holiday in order to be entitled to pay for the two holidays. Those employees that are required to work during the closure would fall under the existing language of Article 9 – Holidays.

Section 2: 38 and 40-hour Work Week

The City of Las Vegas shall implement a four-day, nine and a half (9 ½) hour, which equals a 38- hour work week up to a 40-hour work week effective January 1, 2011.

To this end, the first paragraph of section 23.2.1 of the CBA is amended to read:

The normal work week shall be Monday through Thursday for thirty-eight (38) hours and Monday – Friday for forty hours, exclusive of meal breaks, but including rest breaks or not less than fifteen (15) minutes during every four (4) hours worked. The timing of such breaks is to be flexibly arranged in accordance with existing practices. Employees shall get at least a thirty (30) minute meal break during their shift. The official work week shall begin on each Sunday at 00:01 hours and shall end at 24:00 hours on the following Saturday.

Notwithstanding any other provision of 23.3.1, an employee shall not be entitled to overtime pay until the employee has exceeded 40 hours in a given week.

It is the intent of this section that this is a reduction in the number of hours to be worked by an employee each week and not a reduction in an employee's hourly rate of pay. It is further the intent of the parties that the first 96 hours of the 104 hours not worked by employees working the 38 hour week shall be considered as a furlough and that qualify for PERS. To this end, the City shall pay the PERS benefit for the first 96 hours not worked per year.

The City has the right to reinstate some or part of the hours and/or benefits if the economic conditions improve and allow employees to return to their previous schedule. In doing so, the City shall provide the LVCEA a minimum of sixty (60) days notice.

Section 3: COLA Reduction

Article 14 (D), paragraphs (6) and (7) are amended to read:

(6) Effective June 26, 2011, eligible employees will receive a COLA equal to zero (0%) percent.

(7) Effective June 24, 2012, eligible employees will receive a COLA equal to zero (0%) percent.

Section 4: Salary Step Advancement

Notwithstanding any language currently in Article 14(E), salary step advancements shall be suspended at the current step effective the beginning of the first pay period on or about January 1, 2011 through on or about the last period beginning on or before December 31, 2012.

Section 5: Longevity

Notwithstanding any language currently in Article 16, longevity pay shall be frozen at the current rate during the period on or before the first pay period of January 1, 2011 through on or about the last pay period beginning on or before December 31, 2012.

Additionally, Section D shall be added to Article 16 and it shall read:

(D) Employees hired on or after January 1, 2011 shall not be eligible for longevity pay.

Section 6: Sick Leave

Notwithstanding any language currently in Article 11 (I), any sick leave bonuses that otherwise would have been paid in June 2011 and June 2012 shall not be paid.

Additionally, the following sentence shall be added to the end of Part II (A):

(A): Employees hired on or after January 1, 2011 shall not earn any Sick Leave during their first six (6) months of employment with the City of Las Vegas.

Section 7: Retirement

Article 20, Paragraph (B) is amended to read:

The City and the Association agree any increases in the Public Employees Retirement System (PERS) contributions that occur on or after January 1, 2011 shall be equally shared with the City paying 50% of the increase and the employees paying the other 50% of the increase through payroll deductions.

Section 8: Classification and Compensation Study Results

See Attachment - Classification and Compensation Study Results

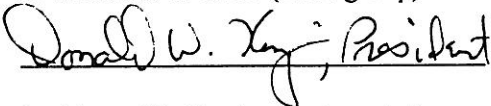
The parties agree that any employee that is employed by the City on or before January 1, 2011, or is on the City's Reduction in Force list (i.e. recall list) by such date, if impacted by the Classification and Compensation Study shall be Y-Rated and would not be subjected to a reduction in wages as a result of the Study.

Section 9: Reduction in Force

Employees separated by a reduction in force or through outsourcing shall be given a minimum of 60 days notice and a minimum of three months (12 weeks) pay pursuant to Article 21 of the CBA.

Section 10: Administrative Issues

City will accommodate change in vacation schedules for those impacted by the one week closure through an extension of time. (Lifting Cap)

Donald W. King, President

Las Vegas City Employees Association

Dan Tarwater

City of Las Vegas