

AMENDMENT TO SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 4th day of ~~March~~^{April}, 2007, by and through the Las Vegas City Employees Association (“LVCEA”) and the City of Las Vegas (“CITY”). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The parties previously entered into a Settlement Agreement, a copy of which is attached hereto as **Exhibit A**. This Amendment is intended to alter/amend/supplement that agreement as set forth herein.
2. In part, the attached agreement reflected the CITY’s intent to open the Centennial Hills recreation facility, with certain operations being performed pursuant to an operating agreement. Additionally, the CITY intended to recommend creation and funding of seven new LVCEA bargaining unit positions in concert with the opening and operation of that facility, contingent upon/subject to City Council funding or augmentation. Four of those anticipated positions were to provide and support Senior Citizen Programming at the Centennial Hills Facility, and three positions were to provide maintenance upkeep and repair at the facility.
3. It remains the intent of the CITY to recommend the creation and funding of the seven positions set forth in the Agreement, but not at or near the opening of the Centennial Hills recreation facility. At this time, staffs view of the current financial/economic climate prevents staff from recommending the funding of any new positions for the foreseeable future. In lieu of that fact, the parties have agreed that staff will recommend the creation and funding of those positions in a manner, and in stages as set forth herein.
4. Staff will first recommend that the City Council create, but not fund, three new

maintenance positions. Staff will further recommend that the City Council fund these three newly created positions at a later date, but as the first three non-public safety positions to be funded during the current financial/economic climate. At such time those three maintenance positions are funded, they will be filled and assigned duties and responsibilities based on current management practice.

5. The CITY also agrees to provide reasonable information concerning the inclusion of the performance of maintenance services by a contractor into the operating agreement of Centennial Hills. The LVCEA will have the right to review and comment on any such provisions prior to any anticipated completion or approval of the operating agreement by the City Council.

6. The parties wish to accommodate the CITY's desire to perform Senior Citizen Programming at the Centennial Hills recreation facility during the instant financial/economic climate, but prior to the City Council's creation and funding of the four anticipated positions supporting this function. As a result, it is recognized, agreed and understood that the CITY may open the Senior Center at Centennial Hills, utilizing existing City staff, on a limited basis, not to exceed 20 operating hours a week.

7. It is expressly agreed and understood that at all times the City Council maintains full discretion in authorizing and prioritizing the funding of new positions. As indicated in Paragraph 3 above, Staff will recommend the three maintenance positions be the first non-public safety positions to be funded. Staff will also recommend that at some time thereafter, when the financial/economic climate permit, the City Council create and fund the additional four positions to support Senior Citizen programming at Centennial Hills. It will be recommended that these four positions be included as part of any next group of new positions, having high priority after

improvement of or recovery from the current financial/economic climate.

8. Pursuant to the attached Agreement the parties engaged in good faith discussions in an attempt to resolve ongoing difficulties with the existence, application, interpretation and operation of Article 33 of the Collective Bargaining Agreement. The parties also agreed not to file or process any grievances for a period of six months while said discussions were undertaken. The parties have been engaged in those conversations, and agree to continue them in good faith, and recognize the possibility those discussions will continue past the six month period. As a result, the parties hereby agree that no grievances will be filed or processed as long as the parties continue to engage in such discussions. It is expressly agreed that any time lines for filing grievances concerning Article 33 will be tolled during this six month period.

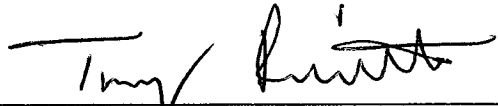
9. Pursuant to the attached Agreement, in the event the parties reached mutual agreement on existence, application, interpretation and operation of Article 33, the City would grant the LVCEA an additional 80 bi-weekly hours of paid administrative leave, as a test program. This test program began January 1, 2007, and will end at the expiration of the current contract, and would terminate if either party declared the equivalent of impasse. It is hereby agreed that this test program will continue for the length of the current CBA, even if the parties

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declare impasse. Any continuation thereafter would need to be subject to negotiation, but without arguments of binding past practice.



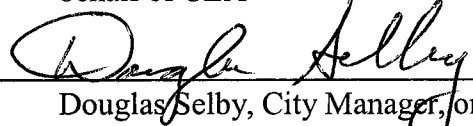
OSCAR B. GOODMAN, Mayor

By 

Tommy Ricketts, CEA President, on behalf of CEA


Attest: By 

BEVERLY K. BRIDGES, CMC, Acting City Clerk

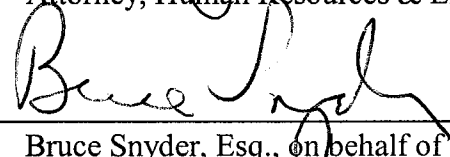
By 

Douglas Selby, City Manager, on behalf of City

APPROVED AS TO FORM AND CONTENT:

By 

Morgan Davis, Esq., Chief Deputy City Attorney, Human Resources & Employment

By 

Bruce Snyder, Esq., on behalf of CEA

EXHIBIT A

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 28 day of September, 2006, by and through the Las Vegas City Employees Association ("LVCEA"), and the City of Las Vegas ("CITY"). For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. There is a presently pending grievance, FB091505LVCEA-B, commonly known by the parties as the "Centennial Hills Grievance" which is scheduled for arbitration on October 19 and 20, 2006, in front of Lou Zigman. LVCEA hereby agrees to withdraw, with prejudice, and dismiss that grievance, and the parties agree to execute any and all necessary documents to effectuate the same.

2. The CITY will continue with its intent of having certain of the operations of the Centennial Hills recreation facility being performed pursuant to an operating agreement. In addition, once it is open and operational, the CITY agrees to utilize 7 new LVCEA bargaining unit positions to provide certain other functions at that facility. These 7 new positions are as follows:

4 positions to provide and support Senior Citizen Programming at the Centennial Hills Facility. (1 Senior Citizens Center Coordinator; 2 Recreation Leaders; 1 Customer Service Representative)

3 positions to provide maintenance, repair and upkeep of City equipment, property and grounds at the Centennial Hills location.

This staffing complement of 7 new positions, as previously offered in the City Managers Conference room in/or around April 25, 2006, will be recommended by staff, but is contingent upon/subject to City Council funding or augmentation.

3. The parties agree to meet frequently and regularly to engage in good faith discussions in an attempt to resolve the ongoing issues and difficulties with the existence, application, interpretation, and operation of Article 33 of the Collective Bargaining Agreement. The parties will attempt to use the October 19 and/or 20 date(s), and the services of Lou Zigman, if available and willing, to begin this process. The parties further agree to continue that process with frequent sessions as necessary, in an attempt to reach a mutually agreeable result. The parties agree not to file or process any grievances concerning Article 33 for a period of 6 months while they attempt to reach mutual resolution on the application, interpretation, and operation of Article 33. It is expressly agreed that any time lines for filing grievances concerning Article 33 will be tolled during this 6 month period.

4. In exchange for a mutual agreement on the existence, application, interpretation, and operation of Article 33, resulting from the process set forth in paragraph 3 above, the City will agree to grant the Association an additional 80 bi-weekly hours of paid administrative leave, for use by an Association officer, in performing City related Association business. This position shall have all the benefits and responsibilities accorded the President of the LVCEA as per Article 30 of the collective bargaining agreement. This item is intended to represent a test program with a start date on or around January 1, 2007, and ending at the expiration of the current CBA. Should the parties still be engaged in the process set forth in paragraph 2 above on January 1, 2007, the paid administrative leave may begin. However, no vested right is established, and should either party declare the equivalent of an impasse or otherwise indicate they are in good faith discontinuing the process, the paid administrative leave position would terminate at that time. Continuation of the paid administrative leave at the

expiration of the current CBA may be the subject of negotiation, but it is understood and agreed that there will be no arguments of the existence of a binding past practice. Further it is expressly agreed and understood that this item is viewed as being specific consideration for, and conditioned upon a mutually agreeable resolution to Article 33.

5. City Management has also expressed the present intent that the Northwest Senior Center will not be closed, resulting in a Reduction of Force of any bargaining unit positions, solely as a result of the opening of the Centennial Hills Recreation Facility.

6. This settlement effectively settles, resolves and compromises all rights, interests, issues and benefits of all kind related to the Centennial Hills Grievance between the LVCEA and the CITY, known or unknown, which are or could currently be filed or asserted in any forum, and it is expressly agreed to by the parties that this agreement constitutes a full settlement of all such disputed claims and complaints, and acts as a waiver, forfeiture or bar to any continuing or future claims, lawsuits, demands, or requests for any rights arising from or relating to such pending or possible claims, except as set forth herein, and this Settlement Agreement may be used as evidence of such waiver.

7. It is expressly agreed and understood that this Settlement Agreement does not bar any claim, actions, lawsuits, demands or requests for events that have not yet occurred.

8. This Settlement Agreement is made as a good faith settlement of disputed or contested facts and issues, and is made for peace of mind and does not constitute an admission of guilt or liability by either party.

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9. This Settlement Agreement is executed voluntarily by all parties after consultation with independent legal counsel of their choice, or having voluntarily waived that right.

By Tommy Ricketts
Tommy Ricketts, CEA President, on behalf
of CEA

By Douglas Selby
Douglas Selby, City Manager, on behalf
of City

Attest: By _____
BEVERLY K. BRIDGES, CMC, Acting City Clerk

APPROVED AS TO FORM AND CONTENT:

By Morgan Davis
Morgan Davis, Esq., Chief Deputy City
Attorney, Human Resources & Employment

By Bruce Snyder
Bruce Snyder, Esq., on behalf of CEA