PROPOSED MEMORANDUM OF UNDERSTANDING

(AGREED TO BY THE LVPPA AND CITY MANAGEMENT ON MAY 27, 2010)

(SUBJECT TO APPROVAL BY LAS VEGAS CITY COUNCIL AND RATIFICATION BY THE MARSHAL'S BARGAINING UNIT)

Based on the promises made by the parties and set forth below, this Agreement is entered into by the City of Las Vegas ("CITY") and the Las Vegas Police Protective Association Metro, Inc ("LVPPA") to amend certain articles and practices contained in the current Collective Bargaining Agreement ("CBA") in place between the parties, entitled "City of Las Vegas and Las Vegas Police Protective Association Metro, Inc, Detention and Enforcement Marshals and Municipal Court Marshals Commissioned Officers Unit (June 18, 2006-June 25, 2011) as well as the Memorandum of Agreement between the parties dated February 18, 2009.

Article 17- Wages of the current CBA is amended as follows:

Article 17(A) is amended to reflect that "Effective June 27, 2010, the employees shall receive a 0% salary increase." This reflects a voluntary waiver of a previously agreed to salary increase of three and three quarter percent (3.75 %); and

Effective June 27,2010 each employee's current base salary shall be downwardly adjusted to reflect a reduction in base salary for each employee of four percent (4%); and

The maximum base salary for each salary range shall also be downwardly adjusted by four percent (4%). After the four percent (4%) reduction to base salary is implemented, beginning with the fiscal year starting on or about June 25, 2011 "within grade increases" (steps) will be in an amount of four percent (4%), or such lesser amount if an employee's base salary is less than four percent (4%) from the new maximum base salary as established herein, until an employee's base salary equals the new maximum base salary as established by this MOU. This represents a reduction from the current five and a half percent (5.5%) salary steps; and shall remain the ongoing configuration until and unless the parties mutually agree to change that configuration.

Effective June 27, 2010, no employee shall receive "within-grade increases" during the fiscal year ending June 30, 2011. In this regard the parties agree to freeze step/merit increases for the fiscal year ending June 30, 2011; and

The parties affirm that "within-grade increases" from one salary step within a salary grade to a higher step within the salary grade are intended to be awarded on the basis of merit. The parties not only agree that no "within-in grade increase" will be awarded in the fiscal year ending June 30, 2011, but agree that in any subsequent years thereafter if "within-grade increases" are available the Department Director has the option to recommend the withholding of a "within-grade increase" for performance related issues as a part of the annual performance evaluation process. This action is different from a reduction of an already awarded salary step taken as a disciplinary action. Should the Department Director recommend the withholding of a "within-grade increase" as a part of the annual evaluation process the employee may appeal the decision to the City Manager or designee. Should the City Manager or designee not resolve the matter to the satisfaction of the employee, the recommendation may further be resolved by a Labor Management Board selected by the Department and the Association as set forth in the Grievance Article.

The above referenced adjustments to wages will be reflected on a new salary schedule identified as Attachment G to the CBA. Further, the parties specifically agree that the neither party shall attempt to argue the amendments made to this paragraph are evidence of a binding precedent or past practice.

Article 17(D) of the current CBA is amended to reflect that no employees will receive any additional increases to base salary for the Fiscal year ending June 30 2011 for "longevity pay". In this regards the parties have agreed to "freeze" longevity pay for one year, and specifically agree that and neither party shall attempt to argue it as evidence of a binding precedent or past practice.

Article 18-Uniforms, Uniform Maintenance, Equipment and the Maintenance thereof is amended as follows:

Article 18(A) of the current CBA is amended to reflect that employees shall not receive any payment during the fiscal year ending June 30, 2011 for the purpose of cleaning uniforms and/or maintenance of equipment not supplied by the City. This represents a reduction from the current amount of seven hundred and twelve dollars and fifty cents ($712.50) as established in a Memorandum of Agreement entered into between the parties on or about February 18, 2009, and reflects a reduction from the amount of fifteen hundred dollars ($1500) that was previously established in the current CBA. Further, the parties specifically agree that the neither party shall attempt to argue the amendments made to this paragraph are evidence of a binding precedent or past practice.

The above concessions are made voluntarily by the LVPPA in an attempt to assist the CITY during this current and ongoing period of significantly reduced revenues, and are viewed as a way of reducing labor costs to the City. The intent of both parties is to maintain performance of importance City functions provided by employees contained in the bargaining unit represented by LVPPA, in the face of significantly reduced revenues being experienced by the CITY. The CITY, in cooperation with the LVPPA will create a warrant service program through the formation of a team inside the Department of Detention and Enforcement, using existing employees employed in the classification of Deputy City Marshal. This effort is hoped to increase revenue to the CITY. This may require modifications to the existing classification specifications for that classification. It is not however intended to change either the classification specification or duties performed by existing employees employed in the classification of Municipal Court Marshal. Both parties understand that despite the above concessions, the CITY will maintain all existing management rights, including but not limited to the unilateral right to reduce in force or lay off any employee because of a lack of work or money and/or the right to determine staffing levels, content of the work day, quality and quantity of services offered to the public and means and methods of offering those services to the public. The concessions made herein do not limit in any way those or other management rights. However in consideration for these concessions, the City of Las Vegas will agree that should any existing employees covered by the CBA be separated from employment during fiscal year ending June 30, 2011 as part of a reduction in force or lay off because of lack of money, that they will receive 6 months written notice, within which they may opt to take severance pay in the amount up to a maximum of three months of salary and separate prior to the six month notice period's conclusion. This granting of notice and severance pay is intended to operate only during the fiscal year ending June 30, 2011, and is based on a unique set of facts, including but not limited to the concessions granted herein. Employees separated from the City for other reasons including but not limited to discipline or elimination of the program would not provide be eligible of the notice and severance pay discussed herein. It is expressly understood by both parties that the granting of notice and severance pay discussed herein shall not survive beyond the fiscal year ending June 30, 2011, and neither party shall attempt to argue it as evidence of a binding precedent or past practice.

The parties further agree that except as otherwise noted in relation to the new configuration for within-grade increases and withholding of within-grade increases, all concessions agreed in the herein Memorandum of Understanding are merely concessions, not "give-aways," and that the baseline for all future negotiations shall be the original Collective Bargaining Agreement between the parties dated June 18, 2006-June 25, 2011.