

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("2011 MOU") 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 (June 18, 2006-June 25, 2011) as well as the Memorandum of Understanding between the parties dated February 18, 2009 and the Memorandum of Understanding between the parties dated June 16, 2010.

Extension of the Collective Bargaining Agreement

The CBA and MOU of June 16, 2010 shall be extended for an additional two years as follows:

Article 28: Collective Bargaining Agreement Duration (former Article 27) shall be amended to read:

- (A) The 2011 MOU shall become effective June 26, 2011 at 2400 hours and shall have the effect of extending this Agreement so that it shall run in full force and effect until June 26, 2013 at 2400 hours.
- (B) Evergreen Clause: The provisions of this agreement shall remain in full force and effect even after the agreements' expiration until the parties execute a new agreement.

Article 4: Check Off shall be amended to read:

(B) Such funds shall be remitted by the City to the Treasurer of the Association within one (1) month after such deductions. The employee's authorization for such deductions is irrevocable except that authorization may be withdrawn during the months of October or April by the employee giving notice to the City and the Association or upon termination of employment.

Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1, except that authorizations may be withdrawn by an employee during a period of 20 days each year ending October 20 by the employee giving notice to the City and the Association or upon termination of employment.

Article 5: Employee Rights and Association Business Leave shall be amended to read:

Members of the Association shall be granted leave from duty with full pay, up to a maximum of 800 hours, OR more if needed as approved by the City, for the purpose of processing grievances, attending meetings with management regarding grievances, labor management meetings, Association training sessions, Association meetings and functions, and Association business when such events take place at a time during which such members are scheduled to be on duty.

Article 16(A)(4) shall be amended to read:

- a) All Detention and Enforcement personnel who are affected by the reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their then present Deputy City Marshal hierarchy (detention is specifically excluded).

JOH

- b) All Municipal Court personnel who are affected by the reduction in force shall have the right to elect a reduction in classification only to a lower classification specifically within the ranks of their then present Municipal Court Marshal hierarchy at Municipal Court.

Section 16 shall be amended to read:

~~**8. Separation under this rule shall require the giving of at least two (2) weeks notice to the employee or payment in lieu of notice, of an equivalent amount of salary by the City.**~~

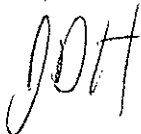
9. The CITY will maintain all existing management rights, including but not limited to the unilateral right to reduce in force or lay off any employee and/or the right to determine staffing levels, content of the work day, quality and quantity of services offered to the public and means and methods of offering those services to the public. The City of Las Vegas will agree that should any existing employees covered by the CBA be separated from employment during a fiscal year ending June 30, 2013 as part of a reduction in force or lay off, that they will receive six 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. Employees separated from the City for other reasons including but not limited to discipline would not 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, 2013, and neither party shall attempt to argue it as evidence of a binding precedent or past practice.

- (a) In the event, Deputy City Marshals are reduced pursuant to this paragraph, prior to hiring new personnel for the City Municipal Court Marshals unit, separated Deputy City Marshals must be given the first opportunity to take that position at their former pay and City seniority.
- (b) (b) In the event, City Municipal Court Marshals are reduced pursuant to this paragraph, prior to hiring new personnel for the Deputy City Marshals unit, separated City Municipal Court Marshals must be given the first opportunity to take that position at their former pay and City seniority.

Article 17: Wages shall be amended to read:

Article 17(A) is amended to add the following: "Effective June 27, 2011, and for the term of this Agreement, the employees shall receive a 0% salary increase, and specifically agree that and neither party shall attempt to argue it as evidence of a binding precedent or past practice." The salary schedule shall be identified as "Attachment H".

Effective June 28, 2011, and for the term of this Agreement, no employee shall receive "with-in-grade increases" during the fiscal year ending June 30, 2013. In this regard the parties agree to freeze step/merit increases for the fiscal years ending June 30, 2012 and June 30, 2013, and specifically agree that and neither party shall attempt to argue it as evidence of a binding precedent or past practice.

A handwritten signature in black ink, appearing to be 'JOH'.

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 years ending June 30, 2012 and June 30, 2013 for "longevity pay". Employees hired after June 27, 2011 will be subject to wages outlined in Article 27. In this regard the parties have agreed to "freeze" longevity pay for two years, and specifically agree that and neither party shall attempt to argue it as evidence of a binding precedent or past practice.

Article 17(D) of the current CBA is amended to reflect that new employees hired on or about June 27, 2011 wages shall be governed according to new Article 27.

Article 18: Uniforms, Uniform Maintenance, Equipment and the Maintenance Thereof shall be amended to read:

The existing table in Article 18 will reflect \$1375.00 with effective dates on or about the first pay period following June 27, 2011 and June 27, 2012,

Article 27 New Employees: Reduction in Pay Schedules – PERS payments

- A) New Employee salary steps will be decreased by 14% (see attachment "A") effective June 27, 2011.
- B) Effective June 27, 2011, any increases to the Public Employees Retirement System contribution rate will be shared by the City and employee equally, each paying 50% of the increase.

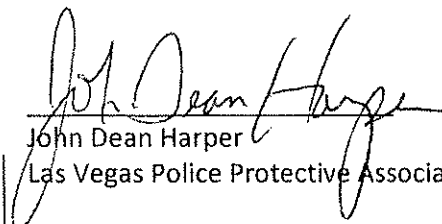
Article 28: Collective Bargaining Agreement Duration

The Agreement shall become effective June 26, 2011 at 2400 hours and shall run in full force and effect until June 26 2013 at 2400 hours.



City of Las Vegas

5/9/11
Date



John Dean Harper
Las Vegas Police Protective Association

5/9/11
Date

Attachment A

City of Las Vegas Marshals and Municipal Court Marshals salary ranges. Effective date June 27, 2011

Grade	Min	Max
PPA.6	\$42,601	\$65,382
PPA.15	\$53,205	\$81,653