

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this ____ day of _____, 2025 by and between the City of North Las Vegas, a Nevada municipal corporation (“City”), and the Teamsters Local 14, a local government employee organization (“Union”), (each a “Party” and collectively, the “Parties”).

RECITALS

A. WHEREAS, pursuant to NRS Chapter 288, the City and the Union entered into a collective bargaining agreement entitled “City of North Las Vegas and Teamsters Local 14 Administrative Collective Bargaining Agreement, July 1, 2023 - June 30, 2026,” including, without limitation, all agreements, contracts, amendments and memoranda of understanding related thereto (“CBA”);

B. WHEREAS, the Parties desire to enter into this MOU to amend the CBA to change the language for the election timeline and payout of eligible accumulated holiday pay hours, as the result of a constructive receipt tax issue identified by the City prior to the 2024 election period. The constructive receipt issue was verified by legal counsel for both the City and Teamsters Local 14, and the recommendation was made to modify the existing language.

AGREEMENT

In consideration of the mutual covenants and agreements of the Parties to this MOU, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree and amend the CBA as follows:

1. Term. The terms and conditions of this MOU shall be effective as of the date above (Effective Date), and shall remain in effect through June 30, 2026.

2. Holiday on a Normal Day Off. Article 11, Section 1.G shall be amended to strike the following: “Hours above the one hundred and eighty (180) hour limit will be forfeited at the end of the pay period that includes July 1.” This will be replaced with the following language:

Any hours over the 180 hour limit will be automatically cashed out in the pay period that includes July 1.

3. Holiday on a Normal Day Off. Article 11, Section 1.G.2 shall be amended to strike the following: “Beginning in 2024, employees may elect to be paid for up to 180 accumulated banked holiday hours, for payment on the first check of December. Payment elections must be submitted between November 1 through November 7.” This will be replaced with the following language:

For calendar year 2025 only: No later than December 31, 2024, an employee can elect to cash out any holiday hours accrued in 2025 that remain in their bank as of Dec 31, 2025. Those hours will be paid out in the pay period that includes Dec 31. Any holiday time actually taken by the employee will be subtracted first from any carryover hours which existed at the end of the prior year and then from holiday hours accrued in the current year.

Employees who elect not to cash out will continue to accrue holiday hours up to the maximum of one hundred and eighty (180) hours. Within two (2) pay periods following the signing of the MOU, employees who forfeited banked holiday hours over 180 hours on July 1, 2024 will receive the cash out amount, minus applicable taxes and deductions, of those banked hours within two pay periods of the signing of this agreement.

For calendar year 2026 only: No later than December 31, 2025, an employee can elect to cash out any holiday hours accrued in 2026 that remain in their bank as of Dec 31, 2026. Any holiday time actually taken by the employee will be subtracted first from any carryover hours which existed at the end of the prior year and then from holiday hours accrued in the current year.

Those hours will be paid out in the pay period that includes Dec 31. Employees who elect not to cash out will continue to accrue holiday hours up to the maximum of one hundred and eighty (180) hours.

Cashed out hours do not constitute worked hours that would otherwise make an employee eligible for overtime.

4. Reaffirmation. The Parties reaffirm the CBA and all amendments thereto, which are incorporated herein by reference, and shall continue in full force and effect, to the extent that the terms and conditions do not conflict with this MOU.

5. Entire Agreement. All prior or contemporaneous understandings or agreements between the Parties regarding the subject matter of this MOU are merged into this MOU, and this MOU, along with the documents referenced herein, expresses the entire agreement between the Parties regarding such matter.

6. Modification. This MOU may be modified only in writing, signed by all the Parties, and no term or provision may be waived except by such writing. There are no other agreements or representations, express or implied, either oral or in writing, regarding the subject matter of this MOU between the Parties, except as specifically set forth in this Agreement.

7. Representation by Counsel. The Parties acknowledge and agree that they have been represented by counsel in connection with the preparation, negotiation, and execution of this MOU.

8. Joint Drafters. This MOU was drafted through the joint efforts of the Parties through their respective counsel. Accordingly, no rule of construction against the drafting Party shall be implemented; instead, this MOU shall be interpreted in accordance with the fair meaning of its terms. This MOU is intended to be enforced according to its written terms exclusively under the laws of the State of Nevada and the North Las Vegas Municipal Code.

9. Exclusive Remedy. The grievance and arbitration procedures set forth in the CBAs shall be the sole and exclusive remedy for any dispute arising out of this MOU.

10. Third Parties. This MOU shall be binding upon and inure to the benefit of the Parties, and each of them, their successors, assigns, personal representatives, agents, employees, directors, officers and servants.

11. Signatures and Counterparts. This MOU may be executed in any number of counterparts and each counterpart executed by any of the undersigned together with all other counterparts so executed shall constitute a single instrument and agreement of the undersigned. Signatures to this MOU may be transmitted via facsimile or in portable document format via electronic mail. The Parties shall take such actions and execute, acknowledge, and deliver such other instruments and documents as may be necessary or appropriate to carry out the full intent and purpose of this MOU.

12. Survivability. Wherever possible, each term, covenant and condition of this MOU shall be interpreted in such manner as to be valid under applicable law, but if any provision shall be invalid, such provision shall be ineffective but shall not invalidate the remainder of the terms, covenants, or conditions of this MOU.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this MOU on the date written above.

CITY OF NORTH LAS VEGAS

By: _____
Pamela Goynes-Brown, Mayor

Attest:

By: _____
Jackie Rodgers, City Clerk

Approved as to Form:

By: _____
Andy Moore, Esq., City Attorney

TEAMSTERS LOCAL 14

By: _____
Jason Gateley, Secretary Treasurer, Teamsters Local 14