

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2023 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 Supervisor Collective Bargaining Agreement, July 1, 2021 - June 30, 2024," 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 for calendar year 2023 when the Christmas Eve and Christmas Day holidays will be observed since Christmas Eve falls on Sunday and Christmas Day falls on Monday.

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, 2024.

2. Observed Legal Holidays. Article 11, Section 1B shall be amended to strike "Sunday, the Monday following must be observed as a legal holiday" as it relates to when holidays fall on a Sunday and replace it with the following language:

For calendar year 2023 only: The Christmas Eve and Christmas Day holidays shall be observed on Sunday, December 24, 2023 and Monday, December 25, 2023.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: _____
Micaela Moore, Esq., City Attorney

TEAMSTERS LOCAL 14

By:  _____
Fred Horvath, Secretary Treasurer, Teamsters Local 14