

ARTICLE 14 - WAGES

(A) The City and the Association agree that effective June 23, 2002, the wages paid eligible members shall be shown in the City of Las Vegas Classified Employees Salary Schedule, which is attached to this agreement. These wage rates show an increase of three (3%) percent over the current salary schedule. Employees to receive retroactive COLA by separate check.

(B) Effective June 22, 2003, eligible employees will receive a COLA equal to three (3%) percent and shall be attached to this agreement.

(C) Effective June 20, 2004, eligible employees will receive a COLA equal to three (3%) percent and shall be attached to this agreement.

(D) Effective June 19, 2005, eligible employees will receive a three (3%) percent COLA and shall be attached to this agreement.

Contract Extension:

(1) Effective June 18, 2006, eligible employees will receive a four (4%) percent COLA and shall be attached to this agreement.

(2) Effective June 17, 2007, eligible employees will receive a three and one-half (3.5%) percent COLA and shall be attached to this agreement.

(3) Effective June 15, 2008, eligible employees will receive a three and one-half (3.5%) percent COLA and shall be attached to this agreement.

(4) Effective June 14, 2009, eligible employees will receive a three and one-half (3.5%) percent COLA and shall be attached to this agreement.

(5) Effective June 13, 2010, eligible employees will receive a COLA equal to three (3%) percent and shall be attached this agreement.

(6) Effective June 12, 2011, eligible employees will receive a COLA equal to three (3%) percent, which shall be attached to this agreement.

(7) Effective June 10, 2012, eligible employees will receive a COLA equal to three (3%) percent, which shall be attached to this agreement.

(8) Effective June 9, 2013, eligible employees will receive a COLA equal to three (3%) percent, which shall be attached to this agreement.

Reduction of COLA Option (Part of the MOU Language Approved by the Membership on January 5, 2009)

There will be a one (1%) percent reduction in the scheduled 3.5% COLA increase effective June 14, 2009. Thereafter, each year as a part of the budget approval process, the City Council may approve a resolution declaring that without a reduction in the scheduled raises, that it would not be possible for the City to balance the budget with revenues as projected.

If such a resolution is approved, then the scheduled raises shall be reduced by up to 1.0%, and shall be effective as of the date of the raise in the Agreement. The resolution shall specify the amount of any decrease (up to the 1.0%). The same resolution shall also limit any increase in average compensation (i.e., COLA, bonuses, and merit) of the executive and appointive employees to no more than the that of the average compensation of all CLV represented employees.

Within 60 days of the conclusion of the fiscal year, the City of Las Vegas shall certify and provide backup documentation showing that the average increase in compensation for the executive and appointive employees did not exceed that of the average increase in compensation for the CLV represented employees.

That on or after January 2010, any resolution that affects the Association is conditioned upon the City of Las Vegas having made reasonable efforts to negotiate or secure similar or more stringent terms with the other employee organizations.

Limitation on Layoffs (Part of the MOU Language Approved by the Membership on January 5, 2009)

Layoffs of LVCEA represented employees shall be limited to the following conditions:

- 1) Workload has diminished to the point where it does not justify current staffing levels;*
- 2) The City of Las Vegas decides to eliminate a service;*
- 3) An enterprise fund has an operating deficit that can only be remedied through a layoff; or*
- 4) The Budget Corrective Plan is revised due to one of the triggers in the general fund fiscal model. Those triggers are:
 - a) Revenue drops more than 2% from the projection during a 6 month period; or*
 - b) The revenue drop in a 6 month period exceeds 50% of the Revenue Stabilization Fund (once established).**

The City Manager's Office will consult with the leadership of the Association prior to taking any action to reduce the workforce through any employee layoffs. The Layoff portion of the Memorandum of Understanding is not subject to arbitration.

(E) Salary Step Advancement

Employees shall receive a salary step advancement upon:

1. Each anniversary date of their appointment to the City and annually thereafter until the maximum step is reached in their classification.

2. Employees shall receive their salary step advancement unless the City can show legitimate reason for denial of the salary step advancement. Legitimate reason for denial includes, but is not limited to, an extended sick leave absence of 1,040 hours or more, disciplinary action equivalent to a suspension, or three (3) documented and substantial reports of unsatisfactory performance.

3. Employees shall be informed in writing of the specific reason(s) for the denial of any salary step advancement and may grieve that denial through the City Manager level of the grievance procedure in this agreement.

(E) "Y Rated" Employees

An employee whose current wage is above the new wage grade at the time of implementation will continue to receive their current wage. This shall be the employee's "Y Rated" wage rate. The employee's "Y Rated" wage rate shall continue until cost of living increases, applied to the salary schedule, raise the salary schedule above the employee's "Y Rated" wage. At that time the employee will receive the appropriate salary schedule wage.