

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by the Las Vegas Metropolitan Police Department and the Las Vegas Police Protective Association, Civilian Employees, Inc. (LVPPACE) for the purpose of a contractual clarification. Specifically, **ARTICLE 20 – Hours, 20. Breaks/Meals.**

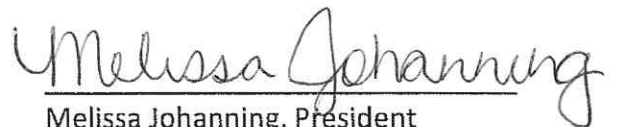
The intent of this MOU is to correct conflicting language in the above mentioned article until such time that the Contract is reopened and can be corrected during the Negotiation Process. The negotiated intent of this article was to provide employees a 10 minute break for every four (4) hours worked. However, there was language inadvertently left in this article that contradicts this intent. The article below shows this conflict as well as what our intent was when we negotiated this article. The negative interpretation of this article is that an employee who works a 10 hour shift and who works overtime is not entitled to a third 10 minute break until they have worked 13 ½ hours [10 hour shift plus the three and half hours (3 ½)].

*20.2 Breaks/Meals.* The employee is entitled to a one (1) hour meal break each normal paid work day. The meal break will normally be taken during the middle one-half of the employee's shift. The employee is also entitled to a ten minute rest break for every four (4) hours worked each normal paid work day. Rest breaks will normally be taken near the middle of the first and last half of the employee's shift. The employee must work at least one-half of their scheduled shift in order to be entitled to a paid meal break. ~~In the event an employee is required to work more than 3½ hours beyond their regular schedule, the employee will be entitled to an additional ten minute break.~~ The timing of meal and rest breaks are to be flexibly arranged by the immediate supervisors. Meal breaks and rest breaks shall not normally be combined unless the work situation requires a different practice.

This Memorandum of Understanding is mutually agreed to on this 24<sup>th</sup> day of June, 2016.



Joseph Lombardo, Sheriff  
For the Department



Melissa Johanning, President  
For the Association