

AGREEMENT

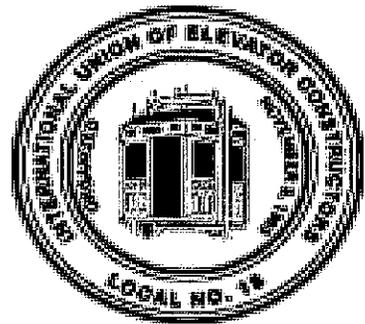


BETWEEN

*THE COUNTY OF CLARK
STATE OF NEVADA*

AND

*IUEC LOCAL 18
INTERNATIONAL UNION
OF
ELEVATOR CONSTRUCTORS*



JANUARY 19, 2013 – JUNE 30, 2014

CLARK COUNTY COMMISSIONERS

STEVE SISOLAK, Chair
LARRY BROWN, Vice Chair
SUSAN BRAGER
TOM COLLINS
CHRIS GIUNCHIGLIANI
MARY BETH SCOW
LAWRENCE WEEKLY

COUNTY MANAGER

DONALD G. BURNETTE

ASSISTANT COUNTY MANAGERS

JEFF WELLS
RANDY TARR
EDWARD FINGER

DEPARTMENT OF AVIATION

RANDY WALKER DIRECTOR

INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS

ASSOCIATION OFFICIALS

GLENN ISHIKAWA, President
BRIAN KRAFT, Vice President
BASIL JOHNSON, Secretary
JAY LUCERO, Warden
MARIO VICCHIULLO JR, Financial Secretary
JOHN HOLZER, Treasurer

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**ARTICLE 1
RECOGNITION**

1. The County hereby recognizes the Union as the sole and exclusive collective bargaining representative of County employees assigned to the classifications listed in Appendix A who are eligible to be represented by the Union except as limited by Section 2 of this Article. Any proposed additions or deletions to this list of classifications shall be negotiated by the parties to this Agreement prior to any formal action by the County. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170.
2. County employees who are excluded from the bargaining unit are as follows:
 - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.
 - b. Administrative employees as defined in NRS Chapter 288.
 - c. Confidential employees as defined in NRS Chapter 288.
 - d. Supervisory employees as defined in NRS Chapter 288.
 - e. Employees exempted in accordance with NRS 245.216.
 - f. Probationary employees.
2. Probationary Employees: An employee shall serve a minimum probationary period of 520 hours and a maximum of 1,040 hours worked, not including overtime hours.

**ARTICLE 2
GENERAL SAVINGS CLAUSE**

1. In the event that any provision of this Agreement shall be rendered invalid by applicable legislation or be declared invalid by any court or regulatory agency, such action shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect. The parties agree to attempt to cure such invalid provisions by negotiations and to submit the matter to arbitration if such negotiations are unsuccessful.

ARTICLE 3 WAGES

1. Wage Rate Adjustments: There shall be no adjustments to the pay schedules in Appendix B during the term of this agreement except for adjustments required by Article 20 of this agreement, except that either party may request, in writing, a cost-of-living reopener for fiscal year 2013-2014 if made in writing prior to February 28, 2013.
2. Employees may receive an initial hourly rate above the entry hourly rate Technician I with the written approval of the County Manager based on prior relevant experience.
3. Step Increases: Persons hired into a Technician I position will be placed at the initial entry rate shown in Appendix B. At the end of the first six months of employment, the employee will be moved to Step 1 shown in the same appendix. At the end of the second six months of employment, the employee will be moved to Step 2 shown in the same appendix. At the end of the third six months of employment, the employee will be moved to Step 3 shown in the same appendix. Exceptions may be made as described in Section 2 of this article.
4. Technician II: Employees who are promoted to Technician II will be placed at the wage rate of the Technician II position as shown in Appendix B.
5. Senior: Employees who are promoted to the Senior position will be placed at the wage rate of the Senior position as shown in Appendix B.
6. No employee shall have a higher hourly rate than the hourly rates listed in Appendix B.
7. All pay increases in this Article will be effective the first day of the pay period following the increase trigger date.

ARTICLE 4 HOURS OF WORK - OVERTIME – SCHEDULES

1. Work Day and Work Week:
 - a. The parties agree that the employee's normal workday shall be no less than eight (8) hours and no more than ten (10) hours, excluding a one-half (1/2) hour unpaid meal period. Employees shall be granted an unpaid one-half (1/2) hour meal period normally at mid-shift between the fourth and sixth hours. Employees scheduled on ten (10) hour shifts are guaranteed three (3)

consecutive days off in the scheduled workweek. Employees scheduled on less than ten (10) hour shifts are guaranteed two (2) consecutive days off in the scheduled workweek.

- i. If the employee is required by a supervisor or manager or designee to work through his/her unpaid meal period or the employee is unable to take his/her assigned meal period (within 30 minutes of the assigned time) due to workloads or emergency situations, the County shall compensate the employee, including any shift differential, for missing the assigned meal period, and the employee shall still be authorized to take a one-half hour unpaid lunch period, if the employee so chooses.
 - ii. Should an employee be on his/her assigned meal break and is called back to work due to an emergency situation, the employee shall receive 30 minutes of compensation, including any shift differential, for being called back to work during the lunch period and upon completion of the emergency situation, the employee shall be allowed to finish the remainder of the assigned unpaid lunch period, if the employee so chooses.
- b. In the event the employee is assigned to a work group which is required to cover a 24-hour a day, seven (7) days a week continuous operation, and there is only one employee on the assigned shift, then the employee shall continue to receive a one-half hour paid lunch and the employee is not eligible to leave the premises during this meal period. If there are two (2) or more employees assigned to the shift and they are unable to take their assigned meal break due to an emergency situation, the employee shall notify his/her supervisor of the situation, so that the time worked may be authorized. Once the situation that precluded the employee from taking his/her assigned meal period has been rectified, the employee shall be authorized to take a 30-minute unpaid meal break, if the employee so chooses.
- c. A workweek shall normally consist of 40 hours.

2. Overtime:

- a. All work performed in excess of 40 worked hours per week shall be paid for at the rate of time and one-half (1 1/2) the employee's regular straight-time rate of pay, including shift differential, if applicable.

- b. The County agrees to distribute overtime as fair and equitably as possible among employees who are qualified to perform satisfactorily the work involved.
- c. A record of all overtime assignments shall be maintained. A report of overtime assignments will be made available to the Union upon request.
- d. Management has the right to require overtime based on operational necessity.

3. Schedules:

- a. The County may establish and work a single shift or multiple shift system for any portion of the work covered by this Agreement.
- b. The Union will be furnished with a copy of the shift schedules in effect at the time of signing this Agreement and the County will provide the Union with a copy of changes to the shift starting times at least 48 hours prior to the effective change.
- c. In cases of routine changes in shifts and days off, the County will give the employee seven (7) days advance notice of such changes.
- d. The County reserves the right to appoint employees to specific job assignments. However, to the extent the job assignment results in a new shift, the County shall post the shift for bid first on the Union bulletin board for seventy-two hours. The bid shall identify the classification needed for the assignment. The County shall make the determination of which employee, who bids on the shift, is the most qualified to fill the assignment. In the event that two or more employees are equally qualified to fill the assignment, then the more senior of the qualified employees shall be placed into the assignment.

4. Shift and Differentials:

- a. Shift differential is defined as the premium to be paid to an employee above their regular straight time hourly rate for all work performed between the hours of 6:30 p.m. to 8:00 a.m.
 - i. Regular full time and part time employees shall receive shift differential based on the following rates:

1. Employees assigned to work between the hours of 6:30 p.m. and 8:00 a.m. shall receive a shift premium of 4% of the regularly hourly rate of pay.
 - ii. If an employee's shift requires the employee to work between 6:30 p.m. and 8:00 a.m. the employee shall receive the shift differential for all hours worked between 6:30 p.m. and 8:00 a.m. (Example: An employee works Monday, 2:30 p.m. until 1:00 a.m. the employee shall receive 4 hours at the regular rate of pay plus 6 hours at the regular rate of pay plus the applicable shift differential.)
 - iii. If an employee is required to work beyond his or her regular shift, between 6:30 p.m. and 8:00 a.m. the employee shall receive the hourly rate (which may be at the overtime rate if they cause the employee to exceed 40 worked hours per week) plus shift differential for all hours between 6:30 p.m. and 8:00 a.m. (Example: An employee works Monday 8:00 a.m. until 8:30 p.m. the employee shall receive 10 hours at the regular rate of pay plus 2 hours at 1.5 times the regular rate of pay, if such hours cause the employee to exceed 40 worked hours per week, plus shift differential. Shift differential will be applied to hours of work prior to the overtime rate being applied to both wage types.)
5. Reporting Pay: When an employee reports for duty on a regular shift, he or she shall be guaranteed a full shift of work and pay for that day unless work is not available as defined in Section 7 below. If called in before his or her regular starting time, the employee shall, nevertheless, be allowed to complete his or her regular shift for that day unless work is not available as defined in Section 7 below.
6. Call-Back Provision: When an employee is called back to the facility, as approved by a supervisor, at a time outside of, and unconnected with, his/her normal scheduled hours of work to perform unscheduled work, he/she shall be guaranteed a minimum of three (3) hours work plus any applicable shift differential. Section 7 below does not apply to the Call-Back Provision.
7. Limitation on Daily and Weekly Guarantee: The weekly and daily guarantees set forth herein shall not apply when work is not available due to the unavailability of work due to emergency situations beyond the control of the County which create a condition whereby the employee cannot perform his/her normal duties.

And all other days that the County is required by state law to observe as a legal holiday.

2. Compensation:

- a. An eligible employee shall be paid an amount equal to the employee's normal work shift, at his/her regular straight time rate for the above holidays that he/she does not work. If required to work a holiday, he/she shall be paid, in addition to holiday pay, a rate equal to one and one-half times (1 1/2) his/her regular hourly rate, including appropriate shift differential.
- b. Those employees who fail to work the last scheduled work day preceding a holiday or first scheduled work day following a holiday, unless the employee receives prior supervisor approval or is hospitalized or is suffering from a bona fide injury or illness, shall not receive payment for the un-worked holiday or in those cases where the employee is scheduled and works the holiday but does not work the last scheduled work day preceding or first scheduled work day following the holiday shall be paid for the worked holiday at the regular straight time rate of pay.
- c. Except in cases of bona fide illness or injury, an employee who is scheduled to work on a recognized holiday and who fails to do so, shall receive no pay for the holiday. At the request of the County, the employee shall produce satisfactory evidence that an absence was, in fact, due to bona fide illness or injury. The County reserves the right to request a physician's statement with diagnosis to qualify as a bona fide illness or injury.
- d. If a recognized holiday falls during an employee's approved leave period, the employee shall receive holiday pay for the holiday and will not be charged for a day of leave for the holiday.

**ARTICLE 7
VACATION AND SICK LEAVE**

Vacation Leave:

1. Accrual of Vacation Leave:

- a. Eligible employees hired and working in a full-time permanent basis will earn vacation leave based on the months of service with the County at the following rates based on each pay period:

<u>Months of service</u>	<u>Hours Per Pay period accrued</u>
0 - 24	3.08 / 80 hours worked
25 - 96	4.62 / 80 hours worked
97 - 180	5.54 / 80 hours worked
181 and over	6.15 / 80 hours worked

- b. Vacation leave may not be accumulated to exceed 240 hours at the beginning of any calendar year. Prior to the end of the calendar year, employees with more than 240 hours of vacation will be given the option of taking the amount of vacation leave necessary to reduce the accrued vacation leave below 240 hours. If this is not operationally possible and the employee has taken at least 80 hours of vacation leave, 40 hours of which must have been consecutive hours of vacation leave (or inclusive of one or more holidays) during the calendar year, then the employee will be eligible to sell back the amount of vacation leave needed to reduce the number of hours in the vacation leave bank to 240 hours as of January 1 of each year.
2. Vacation Leave Usage: An employee is not entitled to take accumulated vacation leave or receive payment therefore, until he/she has successfully completed six (6) months of employment with the County and has successfully completed his/her probationary period.
3. Scheduling of Vacation Leave: Insofar as possible, vacations will be granted at times most desired by the employee, with 12 months of the year open for selection, but the final right of allotment of vacation periods is reserved to the County in order to ensure the orderly operation of the establishment.

Subject to the above understanding, the following procedure shall be adhered to in scheduling vacations for employees covered by this Agreement:

- a. As soon after June 1 of each year as practicable, but in no event later than June 30, employees shall be given an opportunity to state their first and second preference for vacation periods for the new fiscal year.
- b. Where two (2) or more employees select the same vacation period, the conflict, shall be resolved by the supervisor concerned in favor of the employee with the greatest seniority.

- c. In recognition of the inconvenience caused employees by last minute changes in vacation scheduled, it is agreed that except for emergencies of a serious nature, no changes shall be made within 30 days of the date an employee is scheduled to go on vacation.
 - d. Vacation periods may be split by mutual agreement in weekly segments, but the choice of deferred dates in such circumstances will be subordinate to the preference of employees taking a full vacation.
 - e. Employees may be granted additional vacation time without pay provided that it is mutually agreed upon between management and the employee.
 - f. Those employees who fail to work the last scheduled work day preceding a scheduled vacation or the first scheduled work day following a vacation, unless the employee receives prior supervisor approval or is hospitalized or is suffering from a bona fide injury or illness, will not receive payment for the un-worked day before or after the vacation. To use sick leave days for the date in question, the employee shall be required to produce satisfactory evidence that an absence was, in fact, due to bona fide illness or injury.
4. Payment for annual leave: Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation leave earned through the last day worked, not to exceed 240 hours, if this is earlier than the last day of the pay period, the vacation leave shall be prorated. Payment for unused vacation leave will be at the employee's base hourly rate on the last day worked prior to separation.
5. Death of an employee: upon the death of an eligible employee of the County, a lump sum payment for unused accrued vacation leave will be made to the employee's beneficiaries or estate.

Sick Leave:

Section 1 - Use of Sick Leave

1. Paid sick leave may be used by employees who:
- a. Are incapacitated to perform job duties because of illness or injury.
 - b. Are prevented by public health requirements from being at work.
 - c. Need to absent themselves from work for bereavement as outlined

in Article 8 of this Agreement.

- d. Are required to absent themselves from work upon incapacitating illness or injury in the immediate family to personally care for that family member.
 - e. Need to be absent from work when receiving medical or dental treatment or examination.
 - f. Need to be absent when incapacitated to perform job duties because of pregnancy or childbirth.
 - g. Need to be absent to care for newborn children.
2. Upon approval of the department director or designee, sick leave may be granted for other reasons when the department director or designee believes the use of sick leave will have a beneficial effect on an employee's morale and welfare.
3. No County employee shall be entitled to sick leave while absent from duty because of disability arising from an injury purposely self-inflicted or caused by willful or grossly negligent misconduct.
4. Employees shall be subject to the following requirements for the use and payment of sick leave:
- a. Employees who become ill prior to the start of the workday shall call in as required by their departmental work rules at the beginning of their shift.
 - b. Employees shall fill out and sign a sick leave form stating the reason for the use of sick leave immediately upon their return to work or stating the need to schedule sick leave for purposes of a medical or dental appointment.
 - c. Sick leave forms shall be turned in to the employees' department head or other designated authority for approval.
 - d. Any employee who reports absent at the start of a shift because of illness or injury who recovers sufficiently during the course of the shift to report to work is required to do so. In such a situation, the employee involved shall only be charged for actual sick leave used to the nearest one-fourth (1/4) of an hour. At all times during a sick leave use period, employees shall be at their place of residence, a medical facility, or a doctor's office or shall notify their department head or designee of their whereabouts. The County shall not

contact the employee at home once the employee provides the department with his/her location during the course of the illness, unless such contact is necessary in order to obtain information from the employee that is essential to the operational needs of the department.

- e. An employee may request the use of annual leave or leave without pay be granted in lieu of sick leave. Vacation leave shall be approved in accordance with department policy and the approval provisions of the vacation section of this article. Leave without pay shall be approved in accordance with department policy and the approval provisions of Article 8. The practice of advancing sick leave shall not be permitted.
- f. Upon written request from the department director or his/her designee, a certificate of illness from a state licensed health care provider in an appropriate discipline may be required when there is substantiated reason to believe that sick leave benefits are being abused. Additional documentation may be required depending on the seriousness of the medical or dental problem.
- g. If an employee's fitness for duty is questioned by the department head or designee, the employee may be required to submit a certificate of fitness.
- h. Any medical or dental reports or examinations that the County requires of the employee beyond those normally provided to the employee by the employee's usual medical or dental provider shall be paid for by the County.

Section 2 - Sick Leave Accrual and Payment

1. Eligible permanent employees working on a full-time basis shall earn sick leave at the rate of 3.7 hours for each pay period. Eligible permanent employees working half-time or more (at least 40 hours per pay period) shall earn such leave on a prorated basis. There will be no limit on sick leave accumulation.
2. Employees shall be paid their current straight-time hourly rate for each hour of sick leave used.
3. If a permanent employee separates from the service of the County after three (3) consecutive years of employment, the employee shall receive payment for one-half (½) of his/her sick leave accumulation. Payment for unused sick leave will be at the employee's base hourly rate on the last day worked prior to separation. If a non-probationary employee is laid off

from the service of the County with less than three (3) years of consecutive employment, the employee shall receive payment for one half (½) of his/her sick leave accumulation.

4. Sick leave hours do not count as hours worked for the purpose of computing hours worked under Article 4.

ARTICLE 8 MISCELLANEOUS LEAVES

1. Military leave: Any permanent full time employee who is a member of the organized U.S. Army, Navy, Air Force, Coast Guard, Nevada National Guard or Marine Reserves shall continue to receive pay and any benefits required by NRS 281.145 and the Uniformed Services Employment and Re-employment Rights Act of 1994.
2. Jury/Court Duty:
 - a. An employee who appears in court on behalf of the County, for any purpose that causes a loss of regularly scheduled work shall receive regular pay plus any applicable shift differential for the time lost. Time spent in court on behalf of the County shall be considered as time worked for the purpose of calculating overtime.
 - b. If an employee is required to report to court on behalf of the County on a day that would normally be a day off, the employee is entitled to compensation from the County at the applicable rate including shift differential and will be counted as hours worked for the purposes of computing overtime.
 - c. An employee who is summoned for jury duty that causes a loss of regularly scheduled work shall receive his/her regular pay for the time lost.
 - d. An employee summoned for jury duty must show evidence of the summons to the supervisor upon receipt.
 - e. If the employee is not selected for jury duty or is released, he/she shall return to duty if released during scheduled work hours, if two (2) or more hours remain on the shift, unless returning would conflict with Section 2.g. of this Article.
 - f. If an employee is selected to serve on a jury, the employee will be required to report his/her status to supervisor on a daily basis.

- g. In accordance with NRS 6.190, employees will not be required to work:
 - i. Within 8 hours before the time at which the employee is to appear for jury duty; or
 - ii. If the employee's service has lasted for four (4) hours or more on the day of his or her appearance for jury duty, including the employee's time going to and returning from the place where court is held, between 5 p.m. on the day of appearance for jury duty and 3 a.m. the following day.
- h. Compensation applies only to the regularly scheduled hours of work, and no benefit shall be paid for time spent as a juror during which the employee was not regularly scheduled to work.
- i. The regular straight time rate of pay shall apply for the time spent on jury duty and will not be counted as hours worked for the purposes of computing overtime.
- j. The employee shall endorse the fee received for jury duty and deliver to his/her supervisor. Only upon receipt of the jury fee shall the County pay the employee for the time lost from work.
- k. No civil case shall be covered by this Article in which the employee has an interest.

3. Leave Without Pay:

- a. Upon written application to the department head, a permanent status employee may, in the County's sole discretion, be granted a leave of absence without pay for a period not to exceed (30) calendar days, without prejudice to his or her status, but no leave accruals shall occur during any such period. Without approval of the department head and the Clark County Human Resources Director, leave without pay may not be granted until all accumulated vacation leave is used. Leave without pay must be taken continuously, and not intermittently. Additional blocks of leave without pay may be approved, but any combined period exceeding 90 days must be approved by the County Manager.

4. Bereavement Leave:

- a. An employee shall be granted a leave of absence of to three (3) days for the purpose of bereavement and to attend the funeral of a member of the employee's immediate family, as defined by the

FMLA. Employees may use vacation or sick hours for authorized bereavement leave periods.

ARTICLE 9 SENIORITY

1. Seniority: The County and the Union recognize the principle of seniority which for the purpose of this Agreement shall be interpreted to mean that:

An employee having the longest continuous time of service within each classification shall have preference for retaining and regaining employment in case of curtailment or expansion of operation, provided such employee has the ability to perform the work involved satisfactorily.

2. Calculation of Continuous Service:

- a. There will be no deduction for any time lost which does not constitute a break in continuous service.

- b. A break in continuous service will occur in the following instances:

- i. Voluntary termination or resignation.

- ii. Discharge or any other permanent separation.

- iii. Absence exceeding any period of authorized leave.

- iv. Any period of layoff as defined by Article 10 of this Agreement.

- c. Assignment of Shifts and Days Off:

The County agrees to give preference to the requests of senior employees, as defined in Section 1 of this Article, when assigning shifts and days off provided the senior employee is qualified to perform the work involved on the shift.

ARTICLE 10 LAYOFF- RECALL

1. Layoff is defined as any involuntary separation wherein management eliminates a position without prejudice to the incumbent.

2. The determination of the number of positions, and classifications to be affected by a layoff is a management right. The County and the Union agree that the layoff of personnel as it pertains to employees covered under this Agreement shall be prescribed below. If layoffs occur, the County shall meet and confer with the Union to discuss the impact of the layoffs on the bargaining unit.

3. Layoff Procedure

a. If it is determined that layoffs are necessary, employees will be laid off in the following order:

i. Temporary employees; then,

ii. Probationary employees; then,

iii. Employees in the targeted classifications based on seniority date with the least senior employee being laid off first and so on until the number of layoffs needed have occurred.

b. Separation due to layoff shall require the giving of at least fourteen (14) calendar days advanced written notice to the employee, or payment in lieu of notice, of an equivalent amount of the employee's base salary, by the County.

4. Recall Procedures

a. Any permanent status employee laid off under this Article shall, based on seniority, have his/her name placed on an appropriate County recall list(s) for a period of two (2) years. Previous employees shall be notified by certified mail, return receipt requested, at their last known address and shall, within ten (10) calendar days of receipt, respond affirmatively, by certified mail or in person, that they are accepting the offer of recall. Failure to respond in a timely manner will mean that the person has refused the offer of recall and the person will be removed from the recall list(s). An employee must be available to work within two (2) weeks of acceptance of the offer.

b. When positions become available in a classification in the department, personnel who have been laid off or reduced in grade in that classification from that department shall be recalled at the Department Heads determination in inverse order of layoff. The order of recall shall be:

- i. Former employees who held a position in the same class.
 - ii. Former employees who held a position in the same series as long as the position is at the same or lower level than the position they previously held.
 - iii. If there are no applications from the recall list, the department will fill the vacancy from an open or promotional eligibility list. In the event that a classification has only had a change in title, employees on the old recall lists(s) shall be placed on the new respective lists(s).
- c. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service.
 - d. Upon an employee's return from a recall to his/her title held at layoff an employee's pay will resume at the same pay rate at the time of separation; minus any applicable contractually mandated salary decreases. Additionally, the pay will not exceed the top of the range.

**ARTICLE 11
UNION REPRESENTATIVES AND SHOP STEWARDS**

1. Union Representatives: Duly authorized representatives of the Union shall be permitted to enter the County facilities for the purpose of administering this Agreement subject to any applicable Department of Aviation and/or state or federal regulations and the following conditions:
 - a. Such representatives shall notify the Supervisor or its designee at the time of such visit.
 - b. Such visits shall not be conducted if the visit interferes with Airport security, or other critical operations.
 - c. Representatives' access rights shall be subject to those Airport rules which are applicable to other non-employees.
2. Shop Steward:
 - a. The Union may select from among the employees, Shop Stewards whose function in addition to his/her normal work shall be to report to the Business Representative of the union grievances or alleged infractions of this Agreement. The Union agrees to notify the

County in writing of the employees selected to serve as Shop Stewards.

- b. The Union may designate one (1) Shop Steward and one (1) alternate Shop Steward.
- c. The County recognizes the need to release the Shop Steward from work to resolve work related issues. So as not to disturb the workflow, the shop steward will be required to obtain approval for release time. The request must be made to the immediate supervisor. Release time will be granted if operational needs permit. Such time will be with pay for all regularly scheduled hours and shall not count towards overtime.
- d. If the County determines that the Shop Steward is abusing his/her privilege, the County may discipline the Shop Steward in accordance with this Agreement and the Airport's rules and regulations.
- e. Union Bank Hours: Each fiscal year, the union shall be authorized no more than 40 hours to be used by the Union to release the Shop Steward or the alternate Shop Steward to attend conferences, legislative sessions, and conventions. The Union must provide the County a written request, a minimum of 14 calendar days, prior to the event to be attended. The County shall not be responsible for compensating the employee during this release time, nor shall the employee accrue benefits during the absence. Attendance at these events shall not be considered hours worked for the purposes of computing overtime, nor shall attendance at these events be considered a break in service. Unused bank hours shall not accumulate from year to year.

ARTICLE 12 MANAGEMENT RIGHTS

1. Rights to Manage: The County expressly reserves all rights to manage the business including all matters not covered by this Agreement, as well as, but not limited to, the right to direct its employees; hire, promote, assign, retain, suspend, demote, discharge or take disciplinary action against any employee for just cause; relieve any employee from duty because of lack of work or for any other legitimate reason; maintain the effect of its governed operations; determine the methods, means and personnel by which its operations are to be conducted; take whatever action may be necessary to carry out its responsibility in situations of emergencies are reserved to the County.

Rules: The County may establish and enforce reasonable Rules, Regulations and Procedures applicable to employees provided that such rules, regulations and procedures do not conflict with the provisions of this Agreement. It will be the responsibility of the County to furnish a copy of such rules to the employee and to the Union, upon request.

ARTICLE 13 DISCIPLINE AND DISCHARGE

1. Cause for Discharge. No employee, after having completed his/her probationary period, may be demoted or terminated without just cause. Prior to any discharge for reasons other than:
 - a. Dishonesty
 - b. Gross incompetence
 - c. Willful misconduct
 - d. Possession of firearms or other weapons while on duty, on County premises or in County vehicles.

An employee will be progressively disciplined for minor violations to allow a reasonable opportunity to correct the deficiency. Progressive Discipline will include a written oral warning, written reprimand, final written warning and termination, except that more severe discipline may be imposed in the event of major violation of established rules, regulations or policies.

2. Written Oral Warnings. Written Oral Warnings are not subject to the grievance and arbitration provisions of Article 14.
3. Pre-termination Hearing. An employee recommended for termination shall receive written notification of such recommendation. A pre-termination hearing or pre-suspension hearing shall be held by the Director of Aviation or designee no sooner than three (3) working days of the effective date of such action but within five (5) working days after receipt of the notification unless extended by the Director of Aviation or designee.

ARTICLE 14 GRIEVANCE AND ARBITRATION PROCEDURE

1. Definition: For purposes of this Agreement, a grievance is defined as a dispute between the UNION, on behalf of an employee(s) and the

COUNTY involving the meaning, interpretation, application or enforcement of this Agreement.

2. Any matters for which the NERC or the County's Office of Diversity has jurisdiction will be handled through a separate procedure, identified in Article 22.
3. Time Limit for Filing Grievance. Grievances shall be filed within ten (10) business days of the date the grievant or the union knew, or reasonably should have known, of the event giving rise to the grievance.
4. Documentation of Grievance. A grievance must be reduced to writing and submitted by the UNION to the Director's Office of the Department of Aviation. The written grievance must include: 1) a list of the article(s) allegedly violated, 2) a statement of the facts causing the alleged violation(s) and 3) the remedy(s) to resolve the grievance. At the time it submits a grievance to the COUNTY, the UNION shall furnish the COUNTY with copies of any written statements, reports or documents relied on by the UNION to support the grievance. The UNION is the only party with the authority to advance a grievance to arbitration.
5. Procedure for Adjusting Grievances. Both the UNION and the COUNTY agree that it is in the parties' best interest to resolve disputes at the lowest level. Prior to the submission of a formal grievance, the ATS Manager, the potential grievant, and/or UNION representative(s) may attempt to resolve any questions, problems, or misunderstandings that have arisen. However, a written grievance must still be submitted within ten (10) business days of the date the grievant knew, or reasonably should have known, of the event giving rise to the grievance. For the purpose of attempting to resolve grievances prior to arbitration, the parties, at any meeting prior to the Step One meeting, (the Step Two meeting if no Step One meeting is held) or at the meeting, shall make full disclosure to each other of facts and evidence then known to them which bear on the grievance. Any grievance relating to a termination shall advance directly to Step Two. All other grievances shall be resolved exclusively in the following manner:
 - a. Step One: An informal fact-finding meeting will be held within ten (10) business days of the submission of the written grievance. The meeting shall involve the grievant; UNION representative(s); COUNTY representative(s), who shall be employed in the Department of Aviation Employee Services Division; and the Department Director or his designee.
 - i. The grievant, the UNION representative(s) and the COUNTY representative(s) may bring witnesses who can present

relevant facts concerning the situation precipitating the grievance. The response to the grievance shall be made in writing within ten (10) business days of the conclusion of the meeting and delivered to the UNION via email or fax, with a copy sent via certified mail.

- b. When a grievance remains unresolved after the meeting described in subparagraph 5.a., above, and the UNION wishes to proceed to the Step Two Meeting, the UNION must make a written appeal via email or fax, with a copy sent via certified mail, to the COUNTY Director of Human Resources for a Step Two Meeting within ten (10) business days from the date of the response to the Step One Meeting.
 - i. The Step Two Meeting will be held within ten (10) business days of the submission of the request. The meeting shall involve the grievant; UNION representative(s), COUNTY representative(s), who shall be employed in the Department of Aviation Employee Services Division; and the Clark County Director of Human Resources or designee.
 - ii. The grievant, the UNION representative(s) and the COUNTY representative(s) may bring witnesses who can present relevant facts concerning the situation precipitating the grievance.
 - iii. The response to the grievance shall be made in writing within ten (10) business days of the conclusion of the meeting and delivered to the UNION via email or fax, with a copy sent via certified mail.
- c. Arbitration. When a grievance remains unresolved after the meeting described in subparagraph 5.b.i., above, and the UNION wishes to proceed to arbitration, the UNION must make a written appeal to the COUNTY for arbitration within five (5) business days from the date of the response to the grievance. The UNION and COUNTY shall request a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators from the Federal Mediation and Conciliation Services.
 - i. The parties shall make alternate strikes from the FMCS panel and the dispute will be submitted to the final arbitrator remaining. The party who shall strike first shall be decided by coin-toss.

- ii. The arbitrator shall endeavor to issue a decision within thirty (30) days of the close of the hearing or filing of briefs.
 - iii. The arbitrator shall have no authority, jurisdiction or power to amend, modify, nullify or add to the provisions of this Agreement. The arbitrator shall have no authority to award back pay unless the Union has affirmatively proven that the grievant took all reasonable steps to mitigate his or her damages.
 - iv. No evidence shall be introduced as to the withdrawal of a proposal during collective bargaining.
 - v. Arbitrations shall be limited to a single grievance for a single issue, unless the COUNTY and UNION mutually agree to the contrary.
 - vi. The award of the arbitrator shall be final and binding upon the COUNTY, the UNION, and the employee(s) involved, unless the provisions of section iii have not been followed.
 - vii. Except in discharge cases the fees and expenses of the arbitrator and court reporter shall be shared equally by the COUNTY and the UNION. In discharge cases the fees and expenses of the arbitrator and court reporter shall be paid by the party losing the arbitration.
6. Time Limits. The time limits and other provisions set forth in this Article cannot be extended or waived unless mutually agreed in writing, and failure on the part of the UNION to comply with the time periods set out above shall result in the grievance being considered waived and abandoned.

If the COUNTY fails to respond within the time limitations outlined herein, the grievance will automatically advance to the next step of the grievance and arbitration process.
7. Security. Suspensions and terminations related to violations of the Airport Security plan which result in the temporary or permanent loss of the employee' Airport/TSA security badge are not grievable and therefore not covered under the provisions of this Article.

ARTICLE 15 UNIFORMS AND TOOLS

1. Uniforms:

- a. The County will provide clean uniforms daily for the employees and the laundry of the uniforms provided shall be at no cost to the employee.
 - b. The employee must return all uniforms provided by the County at the time of termination. The County shall deduct from the final payroll check the cost of any uniform not returned to the County.
2. Tools: The County will provide all tools.

ARTICLE 16 BULLETIN BOARDS

1. The County shall provide an adequate bulletin board for use by the Union to enable employees in the bargaining unit to see notices posted.
2. All notices appearing on the Union's bulletin board shall be posted by the Union Steward or his/her alternate Union Steward. Union notices relating to the following matters may be posted without receiving the County's prior approval.
 - a. Union recreational and social affairs
 - b. Notice of Union meetings
 - c. Union officer appointments
 - d. Notice of Union Elections
 - e. Results of Union Elections
 - f. Publications, rulings or policies of the Union
3. All other notices of any kind must receive prior approval of the Director of Aviation or designee. No material may be posted on bulletin boards at any time which contain the following:
 - a. Personal attacks upon any employee.
 - b. Scandalous, scurrilous or derogatory attacks upon Aviation or County administration.
 - c. Attacks on any other employee organization; or

- d. Political materials.

ARTICLE 17 GROUP INSURANCE

1. To be eligible for group insurance, an employee must occupy a permanent budgeted position and work at least 20 hours per week and meet the necessary qualifying periods associated with the insurance program. The County will then be responsible for the prorated share of the premium based on hours worked as a percentage of 40 hours per week. Any employee who is on an authorized leave without pay status over 30 consecutive calendar days will be responsible as of the 31st day for reimbursing the County for the employee's insurance premium, the total dependent coverage insurance premium, total basic life insurance premium and the total long-term disability insurance premium from that day forward. If the leave without pay status does not coincide with the premium payments, then any such premiums shall be prorated.
2. Insurance Premiums: The County will pay 90 percent (90%) of the employees and dependents premiums for County-sponsored health insurance programs, subject to the pro-ration in the previous section.

ARTICLE 18 LIFE INSURANCE

1. The County shall maintain a basic life insurance program for employees covered by this agreement providing a death benefit of \$20,000.

ARTICLE 19 LONG TERM DISABILITY INSURANCE

1. The County will provide long term disability insurance to employees who occupy a permanent budgeted position and work at least 20 hours per week. Employees must meet the qualifying requirements associated with the plan.
2. Insurance Premiums: The County will maintain long-term disability benefits at their current policy level for employees covered under this agreement through the duration of this agreement.

**ARTICLE 20
RETIREMENT CONTRIBUTIONS**

1. The County will pay the employee's portion of the retirement contribution under the County pay contribution plan in the manner provided for by NRS Chapter 286. Any increases in the percentage rate of the retirement contribution will result in a corresponding decrease to each employee's base pay equal to one half (1/2) of the increase. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.
2. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

**ARTICLE 21
EMPLOYEE DEDUCTIONS**

1. Dues: The County will check-off and remit Union monthly dues and PAC contributions and initiation fees of bargaining unit employees who have executed and furnished to the County a payroll deduction authorization in the form of Exhibit 1, attached to this Agreement, by this reference is made a part hereof.
2. Changes: The Union will certify to the County in writing the current rate of membership dues. The Union will notify the County of any change in the rate of membership dues 30 days prior to the effective date of such change.
3. Indemnification: The Union shall indemnify and hold the County harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken or not taken by the County at the request of the Union under the terms of this Article.

**ARTICLE 22
EQUAL OPPORTUNITY/DISCRIMINATION CLAUSE**

1. The County and the Union shall each apply the provisions of this agreement equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or because of political or personal reasons or affiliations. In addition, the Union and the

County encourage affirmative action in recruitment, hiring, training, and the treatment of employees in compliance with the County's affirmative action plan. Matters for which the Nevada Equal Rights Commission (NERC) and/or the Equal Employment Opportunity Commission (EEOC) have jurisdiction will not be addressed through the grievance process.

2. Allegations of discrimination must be identified before Step 1 of the grievance process so that a timely investigation may be conducted.
3. In the investigation of a complaint the Office of Diversity (OOD) of Clark County will use either the formal or informal process outlined in the Affirmative Action Plan, based on the nature of the complaint.

ARTICLE 23 SAFETY

1. **The County Safety:** The County will comply with all safety standards prescribed by all applicable federal, state and local regulations insofar as such standards are applicable to the employees covered by this Agreement and will not require an employee to work under hazardous conditions without providing such safeguards as are consistent with well established safety practices.
2. **Employee Safety:** Employees are required to comply with all safety policies and practices established by the County from time to time and to cooperate with the County in the enforcement of safety measures.

ARTICLE 24 ANTI-STRIKE/NO LOCKOUT CLAUSE

The Union agrees not to strike, not to endorse, support, assist or encourage in any way any individual employee or group of employees to participate in any strike against the County. The County agrees that it will not lock out employees covered under this agreement.

ARTICLE 25 Tuition Reimbursement

1. **Intent:** It is the intent of the Union and the County to ensure that eligible staff members participate in ongoing in-service education and other training and educational opportunities that will increase the employee's knowledge and skills related to the work being performed. This Article is designed to provide the employee with opportunities for continuing

education that will increase the employees' job related knowledge, skills and competencies.

2. State of Nevada University System: Course work offered by the State of Nevada University system (this includes the Community College system and the University of Nevada, Las Vegas system), or other post secondary educational institutions as may be authorized by the County are eligible for reimbursement.

- a. Payment for Courses:

- i. States of Nevada University System courses are paid pursuant to the tuition reimbursement program sponsored by the County. The employee is required to pay for the course and will be reimbursed providing a grade of "C" or better is earned for undergraduate level courses or a grade of "B" or better is earned for graduate level courses. The County shall not reimburse the employee for any "fees" or books.
- ii. Third party skills seminars are paid pursuant to the County's training and travel policy.

ARTICLE 26 Bargaining Unit Work

1. The County shall use its employees for all work involved in the job classifications or work areas covered by this Agreement except as specified below:
 - a. Day-to-day maintenance and repair work within the County, as to which practice it has been to have such work performed by employees within the bargaining unit, will not be: 1) assigned to other County bargaining units, nor 2) contracted to outside contractors or vendors in such a manner as to result in loss of bargaining unit hours.
 - b. New construction, including major installations and renovations may be contracted out without prior consultation or consent of the Union provided it does not directly result in, the layoff or reduction of bargaining unit hours.

ARTICLE 27 LABOR MANAGEMENT COMMITTEE

1. The ATS Shop Labor/Management Committee shall be composed of six (6) members, three (3) representatives of the Union including at least one unit employee and three (3) members, representing management. Union committee members shall be appointed by the Union and management committee members shall be appointed by the County. Members of the committee shall serve at the pleasure of the appointing party.
2. The ATS Shop Labor/Management Committee shall have no authority to:
 - a. Make any decisions binding the parties; or
 - b. Determine disposition of any grievances(s).
3. All issues discussed within the purview of this committee will be limited to issues within the ATS Shop. The committee may not address issues beyond the scope of the ATS Shop.
4. To facilitate the adjustment of work schedules, the committee will notify all members and their immediate supervisors of the dates and times of committee meetings immediately upon the parties reaching mutual agreement as to the date of any such meeting.
5. Union committee members employed by the County shall not lose pay for time spent in any meetings authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked for the purpose of computing overtime only if the time spent falls within the employee's regularly scheduled work hours.

**ARTICLE 28
TERM-TERMINATION-RENEWAL**

Term of Agreement: This Agreement shall become effective on January 19, 2013, and shall continue in full force and effect until June 30, 2014, and from year to year thereafter unless either party hereto shall notify the other in writing by certified mail in accordance with the provisions of NRS 288 of a desire to terminate, modify, or amend this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on this 30th day of January, 2013.

For the County:

Edward M. Finger
Clark County

For the Union:

William Stanley
IUEC

Appendix A - CLASSIFICATIONS

This collective bargaining agreement covers the following classifications of bargaining unit workers:

1. Airport Senior Automated Transit System Technician
2. Airport Automated Transit System Technician II
3. Airport Automated Transit System Technician I

Appendix B - WAGE SCHEDULES

Classification

Airport Automated Transit System Technician I Entry Rate	\$18.50 / hour
Airport Automated Transit System Technician I Step 1	\$20.00/ hour
Airport Automated Transit System Technician I Step 2	\$21.75 / hour
Airport Automated Transit System Technician I Step 3	\$23.50 / hour
Airport Automated Transit System Technician II Rate	\$30.20 / hour
Senior Airport Automated Transit System Technician Rate	\$32.65 / hour

Appendix C - DEPARTMENT OF AVIATION ATS LEAVE AND ATTENDANCE POLICY

1. POLICY STATEMENT AND PURPOSE

- a. The Department of Aviation is dedicated to providing safe, efficient and convenient service to the traveling public. Work involving the Automated Transit System is time-sensitive and critical to the Mission and Vision of the Department of Aviation. Therefore, it is vital that employees plan their leave and report for work on a regular and timely basis.
- b. All requests for leave must be pre-approved in writing by a supervisor, except for leave for bona fide illness or injury of the employee or immediate family member, or bereavement for an immediate family member. Immediate family member, for the

purpose of this policy, shall be consistent with the Family Medical Leave Act.

- c. Requests for leave of one (1) shift or less shall be submitted in writing by the employee to his/her supervisor for approval no less than 24 hours prior to the leave.
- d. Requests for leave of more than one (1) shift and up to four (4) shifts, shall be submitted in writing by the employee to his/her supervisor for approval no less than 7 days prior to the leave date.
- e. Requests for leave of more than four (4) shifts shall be submitted in writing by the employee to his/ supervisor for approval no less than 14 days prior to the leave date.

2. ABSENTEEISM

- a. Attendance is an essential function of every job. Excessive absenteeism and chronic tardiness place an unfair burden on co-workers and make it difficult to maintain excellent service.
- b. The following guidelines are designed to insure fairness and equity in dealing with absenteeism and lateness problems. Absences occurring with less than 24 hour notice will trigger this policy. If an employee is unable to report to work, a minimum of two hours' notice is required.
- c. Consideration will be given to circumstances surrounding an employee's absence. For example, approved absences due to bereavement, military obligation, jury duty, FMLA or work related injuries will not be recorded as an absence for purposes of point assignments under this policy (provided proper notice has been given where able).
- d. Point Assignments:
 - i. Missed Punch 0.5
 - ii. Tardy up to one-half hour 1.0
 - iii. Tardy over one-half hour 2.0
 - iv. Calls Control Center before start of shift to report off 2.0
 - v. Calls Control Center after start of shift to report off 3.0

- vi. Does not call or report for work during scheduled day 4.0
- e. Employees shall have points reduced at one point for perfect attendance each 30 day rolling period.
- f. Consecutive absences (call offs) due to illness/injury (only) will be recorded as "one occurrence." Employees are still required to call the control center at least two hours before the scheduled shift start time every day they will be absent. Failure to do so will report in point assignment.
- g. Patterned attendance problems will result in the employee being placed on a certificate of illness requirement for six months.
- h. Absences of 3 days or more will require a doctor's note with return to work authorization.
- i. Action to be taken:
 - i. 5.0 points Written Oral Warning
 - ii. 7.0 points Written Reprimand
 - iii. 9.0 points Final Written Warning
 - iv. 12.0 points Termination (scheduled for hearing)

Appendix D
Clark County's Substance Abuse Policy

POLICY ON DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of Clark County to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as the County's valuable workforce.

While the County will be supportive of those who seek help voluntarily, the County will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. Guiding Principles:

There are four (4) guiding principles underlying the adoption of this policy. They are:

- a. Education - The County and Union believe that education and

training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.

- b. Deterrence - The County and Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.
- c. Enforcement - The substance abuse policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.
- d. Treatment - The County and Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

2. Policy Purposes:

The purposes of the substance abuse policy are:

- a. To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
- b. To protect the public and employees; and
- c. To provide a strong incentive for voluntary rehabilitation and return to work.

3. Rules:

The County and Union have formulated clear rules and penalties to ensure compliance with the substance abuse policy. The primary rules are:

ALCOHOL

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate termination. The possession of an open alcoholic beverage by an employee on duty shall be cause for termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage is incidental to the

employee's assigned duties.

- b. An employee will also be subject to termination when the consumption of alcoholic beverages is at a time proximate to his/her work time, has an adverse effect on his/her work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others, or County or private property.
- c. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended, revoked, temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.
- d. The felony conviction of an employee as a result of alcohol while off County premises and not on duty shall be cause for disciplinary action up to and including termination.

DRUGS

- a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the work place or during work hours is prohibited. Employees in violation of this policy will be terminated
- b. The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this policy, the term "drug" shall include but not be limited to sedatives (i.e. valium, downers), stimulants (i.e. speed, uppers), hallucinogens (i.e. LSD), cocaine, crack, cannabinoids (i.e. marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).
- c. Whenever an employee is prescribed a drug by a licensed health care provider or uses an over-the-counter medication, which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor. An employee who fails to notify his/her supervisor may be subject to disciplinary action up to and including termination when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person. Supervisors shall ensure that employees are not placed in capacities that may jeopardize the safety of others.

- d. The possession or use of illegal drugs while off County premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on the County's interests, including public image.
- e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended, revoked temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.
- f. The felony conviction for the possession or being under the influence of illegal drugs while off County premises and while not on duty shall be cause for disciplinary action up to and including termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination.
- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation no later than five (5) days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action.

DRUG AND ALCOHOL TESTING

The County may require an individual to submit to a drug and alcohol test under the following circumstances.

1. Reasonable Cause:

An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts. Examples of circumstances, although not inclusive, which constitute a basis for determining reasonable cause are specified on the "Observation/ Incident Report" included as part of this policy.

2. Post -Accident:

An employee involved in an accident while on duty may be required to

undergo a drug and alcohol test when there is:

- a. Property damage that exceeds \$500, and/or
- b. Personal injury

3. Testing Procedures for Reasonable Cause and Post-Accident:

- a. Any supervisor evaluating an employee for reasonable cause shall complete the Clark County "Observation/ Incident Report". The Observation/Incident Report shall be sent to the appropriate department head and the Employee Services division of the Department of Aviation. Supervisors and managers will not be permitted to use this policy as a vehicle to harass employees. Supervisors and managers shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.
- b. If the employee is an eligible member of a bargaining unit, the first supervisor advises him/her of his/her right to have a Union representative prior to testing and allow the same thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, the supervisor may wait up to a maximum of one (1) hour for a Union representative.
- c. If determined that reasonable cause exists, the employee shall be relieved of duty and transported to a drug testing specimen collection site for a drug and alcohol screening. A 9 panel rapid drug screen and a breath alcohol test will be conducted. If the test is negative, the employee will be transported back to work immediately. If the test is positive, a secondary blood and urine test will be performed. Once the test sample is collected, arrangements will be made to have the employee transported home. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility. A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be maintained between testing facilities. A positive GC/MS (gas chromatography and mass spectrometry) blood test for a controlled substance provides an absolute presumption that an employee is under the influence of the identified substance. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would

indicate whether or not the employee was under the influence of a drug and/or alcohol.

- d. If secondary testing is required advise the employee that he/she will remain on paid status until the test sample is collected. After the sample is collected the employee will be placed on unpaid leave until the County receives the test results. If the test is negative, the County will make the employee whole.
- e. The results will be delivered by e-mail or carrier to the Employee Services Division of the Department of Aviation who will then immediately notify and make a copy of the report available to the employee. The employee's department head or designee will be notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol content is .04 percent or greater, or the limit specified in NRS 484.0 135 or other applicable law if less.
- f. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered a positive test result and the employee will be subject to termination

DISCIPLINARY PROCEDURES FOR A POSITIVE DRUG AND/OR ALCOHOL TEST

- 1. A positive drug and/or alcohol test requested as a result of an accident which causes injury to a person or property damage will be cause for disciplinary action in accordance with Section 3 below.
- 2. A test resulting in a positive outcome for a legal drug will result in the following actions:
 - a. The employee may be disciplined for the performance or behavior that established reasonable cause to test the employee.
 - b. The employee will provide, within twenty-four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the

employee will be subject to disciplinary action in accordance with Section 3 below.

- c. Before the employee may return to work, the employee must provide the department head with a certificate of fitness/return-to-duty form from the prescribing physician/state certified health care provider. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.
3. A test resulting in a positive screen for alcohol, an illegal substance or the abuse and/or misuse of a legal drug or controlled substance will result termination.

With the exception of the laboratory testing facility, the Employee Services division of the Department of Aviation the tested individual, and the Risk Management Division for workers' compensation incidents, the medical record shall not be released to anyone without express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, laboratory reports, test results, and Observation/ Incident Reports shall not appear in an employee's personnel file. Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of Employee Services Division of the Department of Aviation.

TRAINING

Training is an essential element in assuring the effectiveness of the drug and alcohol free workplace program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them, which promote wellness and safety. Supervisor training will be made available; individual consultation by the employee Assistance staff will be available upon request.

1. Supervisor Training:

Topics include:

- a. Developing working knowledge of drug and alcohol policy and drug testing procedures.

- b. Developing working knowledge of impact of substance abuse in the workplace.
- c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.
- d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.
- e. Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.
- f. Learning the critical issues regarding confidentiality and employee rights.

2. Employee Awareness Training:

Topics include:

- a. The drug and alcohol policy and drug testing procedures.
- b. Impact of drugs and alcohol in workplace.
- c. Available resources for assistance including the Employee Assistance Program.
- d. Effects, signs and symptoms of alcohol and the drugs tested for.
- e. Confidentiality and its application in the drug and alcohol policy.

OTHER LAWS, STATUTES OR REGULATIONS

Clark County is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem qualifies them under the Americans with Disabilities Act.

The provisions of any applicable law, statute, regulation or ordinance (i.e. The Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February 1994) shall control in the event of any conflict with the provisions of this policy.

DEFINITIONS

DRUG AND ALCHOL TEST: For the purposes of this policy, drug and alcohol test means a test for the detection of at least the following: alcohol,

amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, cannabinoids, methadone, opiates, and phencyclidine (PCP).

FIRST SUPERVISOR: A supervisor from any department, who has been through the Supervisor Training Program specified in this policy, who first observes different or abnormal behavior of an employee.

ILLEGAL DRUGS: Any drug (a) which is not legally obtainable; or (b) which is legally obtainable but has not been legally obtained. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

LEGAL DRUG: Prescribed drugs and over-the-counter drugs, which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured.

ON DUTY: Assigned work hours excluding paid and unpaid leaves.

SAMHSA: Substance Abuse Mental Health Services Administration.

SUBSTANCE ABUSE: The misuse or illicit use of alcohol and/or drugs including controlled substances.

APPENDIX E
Clark County's Substance Abuse Program
Observation/Incident Report

Reasonable Cause _____ Post-Accident _____ (check one)

Date of Report _____ Time of Day _____

Name of Observed Employee _____

Location of Observation _____

Observer _____

Name

Signature

Position

Supervisor

Other

Reasonable Cause Testing:

Reasonable cause for testing is a belief that an employee is under the influence of a drug and/or alcohol based on specific facts and/or reasonable inferences derived from those facts. An observing supervisor shall describe and document the following:

- Specific observations concerning the appearance, behavior, speech or performance of the employee; and/or
- Violation of safety rule or other unsafe work incident which, after investigation, leads the supervisor(s) to believe that drug and/or alcohol use may be a contributing factor; and/or
- Other physical, circumstantial or immediate indicators of drug and/or

alcohol use.

Post-Accident Testing:

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is property damage that exceeds \$500, and/or personal injury. An observing supervisor shall describe and document the following:

- Description of accident
- Resulting personal injury; and/or
- Resulting property damage.

REASONABLE CAUSE INDICATORS OR ACCIDENT SUMMARY:

Associated with reasonable cause indicators and/or accidents are a variety of "warning signs" which usually appear on the job. **Check the symptom or symptoms you have observed in the employee.**

- | | |
|---|---|
| <input type="checkbox"/> Drowsiness | <input type="checkbox"/> Watery, glassy, red eyes |
| <input type="checkbox"/> Constricted/dilated pupils | <input type="checkbox"/> Hallucinations |
| <input type="checkbox"/> Euphoria (elevated mood) | <input type="checkbox"/> Relaxed inhibitions |
| <input type="checkbox"/> Extreme mood changes | <input type="checkbox"/> Disoriented behavior |
| <input type="checkbox"/> Poor time/distance perception | <input type="checkbox"/> Slurred speech |
| <input type="checkbox"/> Exaggerated sense of ability | <input type="checkbox"/> Excessively talkative |
| <input type="checkbox"/> Poor hand/eye coordination | <input type="checkbox"/> Wanders aimlessly |
| <input type="checkbox"/> Excessive irritability | <input type="checkbox"/> Depression |
| <input type="checkbox"/> Rapid or slow breathing | <input type="checkbox"/> Rapid speech |
| <input type="checkbox"/> Stares off into space | <input type="checkbox"/> Staggering walk |
| <input type="checkbox"/> Drunken behavior with or without odor of alcohol | <input type="checkbox"/> Violent behavior |
| | <input type="checkbox"/> Other _____ |

ACTIONS TAKEN:

COMMENTS BY EMPLOYEE:

CONTINUATION FROM FIRST PAGE IF NECESSARY:

TESTING PROCEDURES CHECKLIST:

- Complete & send Observation/Incident Report (Appendix D, Section 3 (a))
- Advise employee of right to Union representation (Section 3 (b))
- Advise employee of leave procedures (Section 3 (d))
- Advise employee of refusal to test policy (Section 3 (f))
- Transport employee to collection site and make arrangements for transporting the employee home (Section 3 (c))

cc: Department Head
Employee Services Division of the Department Of Aviation

**LETTER OF AGREEMENT
BETWEEN
THE INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS LOCAL 18
AFL-CIO
AND
CLARK COUNTY, NEVADA**

LABOR/MANAGEMENT COMMITTEE

The parties will meet monthly, or less frequently as determined by the parties, on mutually agreed dates and times and shall be for the purposes of discussing the criteria which will be used to determine advancement from Tech 1 to Tech 2, and discussing how to best deliver training to the unit employees. The committee shall exercise best efforts to produce a joint recommendation on promotional criteria within three (3) months of ratification, at which time any disagreement shall be resolved by a mutually-agreeable neutral (unless such deadline is mutually waived). The neutral shall have no authority to interfere with management assessment of individuals' abilities but will solely resolve any disputes about what the skills criteria will be and/or extent of employees' access to acquiring the required skills.

Mr. Ed Finger, Assistant County Manager
Clark County, Nevada
500 S. Grand Central Parkway
Las Vegas, NV 89155

Dear Mr. Finger,

This will confirm the understanding reached during our recent negotiations concerning the seniority of the bargain unit employees. The following ranked list shall be used in determining the seniority of the bargaining unit employees for the sole purposes of shift bidding, vacation bidding, and layoff order as of August 10, 2012.

LAST NAME	FIRST NAME	Seniority Order
ESTRADA	DANIEL	1
DEPIERO	KENNETH	2
MCCLAIN	VERNON	3
VALENTINE	RICKY	4
THOMAS	PETER	5
BANAS	NICK	6
URBINA	AARON	7
RASMUSSEN	CRAIG	8
SMITH	WILL	9
FAME	AARON	10
HOFFRICHTER	SCOTT	11
FUJIMOTO	WARREN	12
SAFBOM	DAN	13
MC DANIEL	CARL	14
CRISTOBAL	ALLEN	15
UETZ	BRYAN	16
GETTES	NEIL	17
MAIER	BILL	18
FRANS	AARON	19
LABOY	WILBUR	20
MALDONADO	HECTOR	21

Sincerely Yours,

William H. Stanley

Agreed: _____
Ed Finger, Clark County