COLLECTIVE BARGAINING AGREEMENT
BETWEEN
LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
AND
GENERAL SALES DRIVERS, DELIVERY DRIVERS AND HELPERS,
AND PUBLIC SECTOR,
TEAMSTERS LOCAL UNION NO. 14
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Duration
July 1, 2013 – June 30, 2016

MANAGER UNIT

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

MANAGER UNIT

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LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT
COLLECTIVE BARGAINING AGREEMENT
MANAGER UNIT

PREAMBLE

THIS AGREEMENT is entered into and made pursuant to the Local Government Employee-Management Relations Act (Nevada Revised Statutes 288) by and between the LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT, a local government employer, hereinafter referred to as "LIBRARY DISTRICT," and GENERAL SALES DRIVERS, DELIVERY DRIVERS AND HELPERS, AND PUBLIC SECTOR TEAMSTERS LOCAL UNION NO. 14, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "UNION."

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other terms and conditions of employment consistent with the Library District's and the Union's mutual objective of providing efficient, effective and courteous services to the public which the Library District serves.

Except as otherwise required by law, the parties to this Agreement agree as follows:

ARTICLE 1 – RECOGNITION

1.01 Recognition of the Union

Pursuant to and in conjunction with the provisions of the Local Government Employee-Management Relations Act (NRS Chapter 288), the Library District recognizes the Union as the exclusive bargaining agent for the post-probationary employees and job classifications in the bargaining unit as hereinafter defined as Exhibit A. All terms used herein have definitions ascribed to them by said Act.

1.02 Recognition/Withdrawal

Recognition of the Union as the bargaining agent for those employees who occupy the job classifications listed in Exhibit A to this Agreement shall be withdrawn by the Library District at any time when the Union ceases to be supported by a majority of the employees so classified.

1.03 Union Member List

By November 15 of each year during the term of this Agreement, the Union agrees to furnish the Library District with a written list of the names of all its current officers and shop stewards

representing employees under this Agreement, and with the names of Union members covered by this Agreement.

ARTICLE 2 – GENERAL PROVISIONS

2.01 Definitions

(a) Callback Pay

Callback pay is the period of time the employee is in paid status after being called to return to work. Standby ceases once an employee is called back into work.

(b) Demotion

A demotion is defined as when an employee moves to a position assigned to a lower salary range.

(c) Designated Job Classification

The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification, unless the employee moves to another designated job classification, in accordance with the procedures set forth in this Agreement, in which case that job classification shall become the employee's designated job classification.

From time to time, in order to recapture funds paid out to employees for their accrued leave time upon termination of employment, the Library District may delay posting of an open position. The Library District agrees to post the job vacancy within sixty (60) calendar days from the date of departure of the position incumbent. Should the Library District fail to post the vacancy within this sixty (60) calendar day period, payment of out of class pay by the Library District shall be authorized.

(d) Employee

The term "employee" shall mean those employees who have satisfactorily completed probation and who work a minimum of thirty (30) hours per week for the Library District in one of the designated job classifications set forth in Exhibit A to this Agreement.

(e) Exempt Employee

An exempt employee is defined as an employee whose job classification is exempt from overtime compensation in accordance with the Fair Labor Standards Act and any applicable state law.

(f) New/Revised Job Classifications

A new or revised job classification can consist of a job and duties that were not previously performed by an employee or a new grouping of job duties previously performed by another employee or employees. All new or revised job classifications included within the bargaining unit shall be determined by the Library District. The Library District shall notify the affected employees of all formal written changes to their job descriptions. No sooner than ten (10) working days after such notification, the Library District shall notify the Union in writing of its intention to establish new or revised job classifications. Should the Union wish to bargain over the proposed wage rates, it shall so advise the Library District within seven (7) working days of receipt and the parties shall bargain. If agreement is not reached within ten (10) working days following receipt by the Union of the Library District's written notice, the Library District may implement its proposed wage rate. The Union may exercise its rights pursuant to the Grievance, Mediation and Arbitration Procedures of this Agreement.

(g) Promotion

A promotion is defined as when an employee moves into a position with a higher salary range.

(h) Regularly Scheduled Workweek

The regular workweek for full-time employees who work 2,080 hours per annum, shall consist of five (5) consecutive days with two (2) consecutive days off. Deviation from this schedule will require a written waiver from the employee, and shall not be unreasonably withheld by the employee. The regular workweek for full-time exempt employees shall consist of five (5) consecutive days, with two (2) consecutive days off.

(i) Regular Workday (Shift)

The regular workday (shift) for full-time employees shall consist of five, eight (8) or four, ten (10) consecutive hours a day, not including the meal period, at the discretion of the Library District.

(j) Standby Pay

Standby pay is the period of time during which an employee is not at work, but is available to return to work prior to his/her next normally scheduled shift, with less than twelve (12) hours notification. The employee must either carry an electronic device or be at a location where he/she can be contacted by telephone, if the need arises. Hours that the employee is in standby status are not defined as hours worked for purposes of overtime compensation.

(k) Transfer

A transfer is defined as when an employee moves from one position to another at the same salary range.

(l) Workday

The workday is a period of twenty-four (24) consecutive hours beginning at 0001 hours and ending at 2400 hours.

(m) Working Days

Working days, for purposes of this Agreement unless otherwise indicated, shall be defined as Monday through Friday, not to include weekends or designated holidays as defined herein.

(n) Workweek

The workweek shall consist of seven (7) days, beginning on Saturday and ending the following Friday.

2.02 Probationary/Review Periods

(a) New Hire Employees

All newly hired employees shall be subject to a maximum probationary period of six (6) months.

(b) Transferred Employees

Employees who voluntarily transfer, or who are transferred, to the same job classification will not be required to serve a new probationary or review period. Employees who transfer to a different job classification shall be subject to a maximum review period of three (3) months.

(c) Promoted Employees

Employees who are promoted shall be subject to a maximum review period of three (3) months.

(d) Demoted Employees

Employees who are demoted shall be subject to a maximum review period of three (3) months, with the exception of employee moves pursuant to Section 8.04 of this Agreement, in which case no additional review period shall be required.

(e) Intent

A probationary or review period is intended to provide both the employee and the Library District sufficient time to evaluate whether the employee is capable of performing the duties of a particular job classification to achieve a satisfactory level of performance. The discipline or

discharge of any probationary employee who has not yet completed his or her initial new hire probationary period shall not be a breach of this Agreement and shall not be subject to the Grievance, Mediation and Arbitration Procedures of this Agreement.

2.03 Non-Discrimination

There shall be no discrimination by the Library District or the Union against any employee because of membership or non-membership in, or activity on behalf of the Union, provided that an employee's Union activities shall not interfere with the performance of his or her work for the Library District. In accordance with applicable laws, there shall be no discrimination against any employee with respect to compensation, benefits, terms, conditions, privileges of or opportunities for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, age, national origin, disability or other protected trait. Notwithstanding any other provision of this Agreement, the Library District is permitted to take all actions necessary to comply with the Americans with Disabilities Act, as amended, including but not limited to, the authority to take actions deemed by the Library District as necessary to effectuate any reasonable accommodations.

Non-discrimination is governed by federal and state law. Violations of this section shall not be subject to the Grievance, Mediation and Arbitration Procedures of this Agreement.

2.04 Licenses and Fees

Employees who are required by the Library District to belong to professional organizations or associations or to hold professional licenses (other than a Class C driver's license) shall have their fees paid by the Library District.

2.05 Contract Printing and Costs

The Library District and the Union agree that each shall pay one-half (1/2) the cost of printing copies of this Agreement.

2.06 Labor-Management Meetings

Labor-Management meetings shall be scheduled upon request of either party or as mutually agreed to on a case-by-case basis.

ARTICLE 3 – EMPLOYEE RIGHTS

3.01 Union Member/Non-Membership

It is the right of each employee to join or refrain from joining the employee organization of their choice.

Neither the Library District nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status.

In reliance on the Nevada Supreme Court Opinion issued in the case of Cone v. Nevada Service Employees Int'l Union/SEIU Local 1007, 116 Nev. 473 (May 4, 2000), the Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees within the bargaining unit. Employees and the Library District recognize the right of the Union to charge non-members of the bargaining unit a reasonable service fee for representation in appeals, grievances and hearings.

The Library District will allow the Union to make a presentation at new hire orientations involving employees in positions covered by this Agreement. The Library District will notify the Union of dates and times of new hire orientation.

3.02 Covered Employees

Regardless of Union membership, any employee whose job classification is listed in Exhibit A shall have his or her hours, wages, terms, and other conditions of employment governed by this Agreement.

3.03 Right to Representation

In accordance with applicable law, an employee may request representation by either a shop steward and/or business agent in any investigatory interview which the employee reasonably believes may result in disciplinary action. The Union and the Library District also agree that if requested by an employee, a shop steward and/or business agent may be allowed, if necessary, to participate in all levels of the grievance procedure as set forth in Article 10 of this Agreement.

3.04 Work Actions

Unless otherwise prohibited by federal or Nevada law, employees shall not be required to:

(a) Enter upon any property involved in a lawful primary labor dispute under circumstances where entrance to such property will necessitate crossing a lawfully-constituted picket line sanctioned by the Union, or

(b) Work in riots or civil disorders, unless necessary to provide emergency or essential services in a Library District Executive Director-declared emergency. Police or equivalent protection shall be afforded if any unreasonable risk of injury is present.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Retention of Managerial Prerogatives

Except as expressly modified or restricted by a specific provision of this Agreement, the management of the Library District and the direction of the work force, including but not limited to the services performed, the location of the work force, the number of persons to be employed, the schedules and standards of employee performance, the schedules and hours of shifts; the methods, processes, and means of providing service; the processes, services and materials to be purchased, contracted and subcontracted; the right to hire, promote, demote and transfer employees; to establish reasonable rules of conduct; to discharge or discipline for cause; and to maintain efficiency of employees; are the sole and exclusive rights and responsibilities of the Library District. The Library District's failure to exercise any right, prerogative, or function hereby reserved to it, or the Library District's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Library District's right to exercise such right, prerogative or function, or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

4.02 Non-Mandatory Subjects

The Union acknowledges that with respect to any non-mandatory subjects of bargaining, as defined in NRS 288.150, which are included in this Agreement, the Library District is not waiving or in any way limiting its rights under NRS 288.150 to refuse to bargain over non-mandatory subjects during these or in future negotiations of this Agreement.

ARTICLE 5 – UNION RIGHTS

5.01 Recognition of Shop Steward

For each branch and designated department of the Library District, the Union may designate and the Library District will recognize shop stewards to serve as the Union's agent in the representation of employees. The Library District shall not be required to recognize any employee as a shop steward unless the Union has informed the Library District, in writing, of the employee's name and location for which he or she has been designated as shop steward.

5.02 Compensation of Shop Stewards While Engaged in Union Activity

A shop steward shall not receive additional compensation from the Library District for his or her duties as shop steward. For the purpose of investigating a grievance under the Grievance Procedure as set forth in Article 10 of this Agreement, a shop steward may meet with an employee during working hours provided it does not unreasonably interfere with the shop steward's or employee's work duties and such investigation occurs in non-working areas, during the employee's non-working time. The Library District will pay such shop steward at the regular rate of pay for such shop steward's designated job classification, for scheduled work lost in presentation of a grievance.

5.03 Bulletin Board

At all urban libraries, Laughlin, Moapa Valley, Mesquite and the Windmill Service Center, the Library District agrees to establish in a suitable place, readily accessible to employees, a locked, 3 ft. x 2 ft. glass bulletin board for the posting of all notices and bulletins issued by the Library District or the Union, and the Library District agrees that the Union may post and maintain upon said bulletin board all such notices and bulletins as it may deem proper. A separate bulletin board will be provided, marked Union bulletin board, exclusively for Union use.

5.04 Union Visitation

The Secretary-Treasurer or Business Agent of the Union as representative of the Union shall be given authority to enter the premises of the Library District during any shift for the purpose of investigating working conditions of employees covered by this Agreement, to assist in the resolution of grievances arising under this Agreement, and to post notices relative to Union activities. Whenever possible, the Secretary-Treasurer or Business Agent shall notify the Human Resources Director or her office prior to entering the premises. It is agreed that the Union representative shall conduct himself/herself in such a manner as not to interfere with the efficient operations of the Library District.

5.05 Union Negotiations Representatives

The Library District agrees to allow a maximum of three (3) employee representatives to sit at the bargaining table for the purpose of negotiations without loss of pay or deduction from the employee's leave time. The Library District shall not be obligated to pay employee representatives for time the employees were not scheduled to work.

ARTICLE 6 – DISCIPLINE, DISCHARGE AND RESIGNATION

6.01 Just Cause

Once probation has been successfully completed, an employee may only be discharged for just cause. (See Exhibit B)

6.02 Forms of Discipline

Any post-probationary employee shall be subjected to discipline for just cause. According to the gravity of the transgression, discipline may be in the form of any one of the following:

Oral Counseling
Letter of Concern
Written Reprimand
Suspension with Pay
Suspension without Pay
Transfer
Demotion
Termination

Last Chance Agreement: The Library District may also, in its discretion, impose a Last Chance Agreement in tandem with any of the foregoing forms of discipline.

At the discretion of the Executive Director, an employee may be suspended with pay until a decision regarding discipline is rendered. At the time of suspension, the employee shall receive the reason for suspension in writing.

The Executive Director shall retain the right to skip steps of any disciplinary/termination procedures and to impose whatever level of discipline is determined to be appropriate. The imposition of one form of discipline for a certain offense is not to be considered a binding practice as to future cases involving the same or similar offenses.

6.03 Investigations

All post-probationary employees shall be entitled to an investigation commenced within ten (10) working days by the Human Resources Department prior to notification of a hearing which imposes discipline, and shall be concluded within thirty (30) calendar days unless extended by mutual agreement by both parties in writing.

The Library District and the Union recognize the right of an employee to have a representative (*i.e.,* shop steward and/or business agent) present during any investigatory interview that the employee reasonably believes could result in discipline. If an employee requests a representative during an investigatory interview, the interview will be postponed for a reasonable period of time until a representative for the employee can be present so that the Library District can continue the interview.

6.04 Hearing

Prior to imposing discipline on a post-probationary employee which involves demotion, suspension without pay and/or termination, the employee shall be entitled to a hearing conducted by the Human Resources Director or designee in accordance with the following:

(a) The employee shall receive written notice of the hearing, the charges against him/her and available supporting documentation no less than four (4) working days prior to the hearing.

(b) The Union shall receive written notice of the charges against the employee.

(c) The employee shall have the opportunity to present his/her side of the story (orally or in writing), with or without Union assistance, at the employee's option.

(d) If the employee or the Union wants witnesses to testify at a hearing, they must notify the Hearing Officer and make arrangements for the witness(es) to appear.

(e) At the hearing, the employee shall designate an address at which notice of a decision shall be received. It shall be the responsibility of the employee to advise the Human Resources Department in writing of any change of address.

(f) Within five (5) working days after the hearing date, a decision shall be rendered and submitted to the Union and to the employee either in person or by mail or e-mail to the address so designated and shall become effective upon the transmittal date.

6.05 Appeal

The disciplinary hearing decision may be appealed by the employee in accordance with Article 10, Grievance Procedure.

6.06 Resignations

Any employee who resigns shall submit his/her resignation to his/her immediate supervisor in writing, including an effective date, at least two (2) weeks in advance. The Executive Director, with the recommendation of the Human Resources Director, may shorten or waive the notice period. If the period is shortened at the Library District's request, the Library District shall pay for the full two (2) week period and the employee shall be deemed to have continued employment for the two (2) weeks for purposes of all benefits provided under this Agreement. The determination to permit any employee to rescind a notice of resignation rests in the sole discretion of the Executive Director.

ARTICLE 7 – NO STRIKES

7.01 No Strikes

The Union and employees agree that they will not cause, permit or authorize a strike, sit-down, slow-down, or any work-stoppage or limitation of service during the term of this Agreement. Any employee who ceases work to engage in any work-stoppage may be discharged or otherwise disciplined by the Library District. The Library District agrees not to lock out any employees.

ARTICLE 8 – HIRING, PROMOTIONS AND TRANSFERS

8.01 Qualifications

The Library District has the sole and unreviewable right to determine qualifications for all job classifications. In the event an employee is not selected for a position, the employee may engage in discussions with the Human Resources Department regarding how to better prepare for future job opportunities.

8.02 Posting of Job Vacancies

If the Library District determines to fill a job (subject to the requirements of Sections 12.08 and 12.10), the Library District will post the job opening notice for internal and external applicants simulataneously. The Library District shall have the sole discretion to determine those applicants who will advance through the selection process and shall have the ultimate right to select the best individual for the position.

8.03 Restrictions on Applying

If an employee is awarded a posted job, the Library District shall not accept an application from the employee for another job for six (6) months from date of appointment. Employees are further restricted from applying for a posted job if they have been disciplined, as defined in Section 6.02, for six (6) months from the date of discipline. This includes all levels of discipline except Oral Counselings and Letters of Concern.

8.04 Review Period

All promotions and transfers shall be subject to a maximum review period of three (3) months. However, if within three (3) months after being selected for a position, the employee is unable to perform the duties to the satisfaction of the Library District, the employee shall be returned to the previously-held or similar job classification held at the time of application or request, and no further review period shall be required. The decision of the Library District to return an employee to a previously-held or similar job classification is not subject to the Grievance, Mediation and Arbitration Procedures.

8.05 Voluntary Transfer Program

By May 15 of each year, the Library District will provide written notice of an option for eligible employees to submit a transfer request. An employee is eligible for a voluntary transfer if he/she has successfully completed his/her probationary and/or review period. Employees with discipline (other than an Oral Counseling or Letter of Concern) issued within six (6) months prior to the date of the transfer request will not be eligible to transfer pursuant to this section.

Employees will have fourteen (14) calendar days to submit their transfer request to the Human Resources Department. Employees who submit a transfer request after the deadline will not be considered for a voluntary transfer. When submitting the transfer request, the employee shall provide up to four (4) locations as to where that employee would like to transfer. Voluntary transfers will only occur between staff at branches who are in the same job classification and work the same number of hours (*i.e.*, 40-hour Children's Services Department Head transferred to another 40-hour Children's Services Department Head position).

In the event more than one (1) employee expresses interest in a voluntary transfer to the same job classification, the Library District may consider seniority as a factor. The Library District reserves the right to determine whether a voluntary transfer is in the best interest of the District.

8.06 Time Limitation

Employees shall not work out of their designated classification in an established position for an assignment exceeding ninety (90) consecutive calendar days without the Library District establishing an eligibility list and a permanent appointment being made, except when the incumbent is on authorized Family and Medical Leave (FMLA).

8.07 Temporary Assignments

Regular job classifications within the bargaining unit may be filled on a temporary basis in accordance with this Article. In the event a temporary assignment is converted to a regular bargaining unit position, it will also be filled in accordance with this Article.

Appointments to regular job classifications filled on a temporary basis will be made for a specific period of time, not to exceed twenty-four (24) months, unless agreed to by both the Library District and the Union.

Postings for temporary assignments will contain language identifying them as such, and will indicate the time period established for the temporary assignment.

Temporary appointments may be ended by the Library District prior to the original expiration date of the appointment.

At the conclusion of a temporary assignment, employees will be returned to the same position they previously held.

Employees who successfully receive a temporary assignment will be required to sign a statement that they understand the conditions of the temporary appointment as stated within this Article.

ARTICLE 9 – CHECKOFF

9.01 Union Dues and Initiation Fees

The Library District agrees to deduct from the paycheck of each employee within the bargaining unit who has signed an authorization payroll deduction card, such amount as has been designated by the Union as union dues and initiation fees, and is so certified to the Library District, as the current rate of membership dues. The Library District will provide to the Union written notification of all changes in compensation for employees within the bargaining unit. The Human Resources Director will be notified by the Union's Secretary-Treasurer, in writing, of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

9.02 Fund Remittance

Such funds shall be remitted by the Library District to the Union by the 20th day of every month. The employee's authorization for such deduction is revocable subject to the conditions outlined on the checkoff authorization or upon termination of employment.

9.03 Deduction Controversy

Should any controversy arise regarding such deductions, the Union will hold the Library District harmless from any liability incurred by the Library District which is directly or indirectly related to such controversy by virtue of the wrongful application or misapplication of the checkoff clause.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Definition of a Grievance

A grievance is any dispute or difference of opinion between the Union and the Library District involving the meaning, interpretation or application of this Agreement. Resolution of disputes relating to the meaning, interpretation or application of this Agreement shall be settled in accordance with the terms of this Article. The procedures set forth in this Article shall be the exclusive remedy for any such dispute.

10.02 Procedural Steps

STEP 1: Written Grievance to Immediate Supervisor or Designee

The employee and/or the Union representative, no later than ten (10) working days after the events giving rise to the grievance, or ten (10) working days after the employee could have learned of the events, must submit the written grievance to the employee's immediate supervisor. The immediate supervisor or other designee as detemined by the Library District shall give his or her written answer to the grievance within ten (10) working days of receipt of the grievance. If the grievance is not resolved at this level, it may proceed to Step 2. If the grievance is directed against or otherwise involves the immediate supervisor, the Library District shall determine the proper individual within the Library District to whom the grievant may present the grievance.

STEP 2: Written Grievance to Executive Director or Designee

If the grievance is not resolved at Step 1, the employee and/or the Union representative, no later than ten (10) working days after receipt of the Step 1 written response, may present the written grievance to the Executive Director or his/her designee. No later than ten (10) working days after receipt of said written grievance, the Executive Director or his/her designee shall meet with the employee and/or Union representative. The Executive Director or his/her designee shall give a written response to the grievance within ten (10) working days after such meeting, which response shall be final and binding on the employee, the Union and the Library District, unless it is appealed in a timely manner to arbitration by the Union in accordance with the procedures set forth in Article 11, Mediation and Arbitration Procedure, of this Agreement.

10.03 Written Presentation

All grievances presented at Step 1 of the procedure as set forth in Section 10.02 of this Agreement, shall set forth: 1) the facts giving rise to the grievance; 2) the provision(s) of the Agreement, if any, alleged to have been violated; 3) the names of the aggrieved employee(s); and

4) the remedy sought. All grievances set forth in Section 10.02 of this Agreement shall be signed and dated by the aggrieved employee and/or his/her Union representative. Any grievance not satisfying these requirements will be summarily dismissed by the Library District, but the Union shall have five (5) working days to correct any deficiencies within the grievance following notification of the deficiency by the Library District. All written responses submitted by the Library District shall be signed and dated by the appropriate Library District representative. The Library District and the Union agree that all grievances shall be presented on the Union's standard grievance form with the understanding that the use of such form shall not in any way alter or expand the substantive rights provided under this Agreement.

10.04 Time Limitations

The time limitations set forth in this Article and/or mutually-agreed upon time extensions in writing, are the essence of this Agreement. No grievances shall be accepted by the Library District unless they are submitted or appealed within the time limits set forth in Section 10.02 of this Agreement. If a grievance is not submitted in a timely manner to Steps 1 and 2, it shall be deemed waived. If the Library District fails to respond within the time limits set forth in Section 10.02 of this Agreement, the grievance shall automatically proceed to the next step.

10.05 Employee's Responsibility to Work

Unless illegal, immoral, or unsafe, the employee has the obligation to work as assigned and then grieve the assignment at a later date.

10.06 Exclusions

The Library District's right/decision to:

(1) Determine qualifications for a specific position;

(2) Select or not select an employee during any part of the selection process; or

(3) Grant or not grant a voluntary transfer request

shall not be subject to the Grievance, Mediation and Arbitration Procedures as set forth in Articles 10 and 11 of this Agreement.

ARTICLE 11 – MEDIATION AND ARBITRATION PROCEDURE

11.01 Appeal Procedure

Any discipline or discharge grievance, as defined in Section 10.01 of this Agreement, that has been properly processed in a timely manner through the Grievance Procedure as set forth in Article 10 of this Agreement and has not been resolved at the conclusion thereof, may be appealed to arbitration by the Union, by serving the Library District with written notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within ten (10) working days (as indicated by the Human Resources Department's time/date stamp) after receipt of the written response of the Library District at Step 2 of the Grievance Procedure as set forth in Article 10 of this Agreement, shall constitute a waiver of the Union's right to appeal to arbitration, and the written response of the Library District at Step 2 of the Grievance Procedure shall be final and binding on the aggrieved employee, the Library District and the Union.

11.02 Selection of Arbitrators

No later than ten (10) working days after the Union serves the Library District with written notice of intent to appeal a grievance to arbitration, the Library District and the Union will select from a permanent panel of arbitrators from the National Academy of Arbitrators residing in California and Nevada. For purposes of this Agreement, the arbitrator panel shall include the following individuals: Thomas Angelo, Chester Brisco, Douglas Collins, Matthew Goldberg, Michael Prihar, Geraldine Randall, Michael Rappaport, and Franklin Silver. One (1) arbitrator shall be selected by alternately striking names from the panel, and the dispute shall be submitted to the arbitrator then remaining. The party who shall strike first shall be decided by lot. The Union and the Library District may mutually agree to make changes to the arbitrator panel during the term of this Agreement to replace arbitrators who are ineligble to serve for any reason.

11.03 Arbitrator's Jurisdiction

The jurisdiction and authority of the arbitrator and his/her opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Library District. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement. The arbitrator shall have no authority to establish, modify or alter any job classification, award a new classification or change an existing classification; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate, wage structure, or new position. These restrictions on an arbitrator's rights to alter any wage or wage structure shall not apply to situations arising out of Article 2.01(d), where the Library District has created

a new or revised classification and the Union is grieving the proposed wage rate. The arbitrator shall not hear or decide more than one grievance consecutively without the mutual consent of the Library District and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Library District. The written award of the arbitrator shall be issued within three (3) months of the arbitrator's receipt of post-hearing briefs by the parties, and the arbitrator shall be notified of this expected time frame in writing at the time of his/her selection.

11.04 Mediation

Concomitant with selection of an arbitrator, the parties may notify the Federal Mediation and Conciliation Service to schedule mediation in an effort to resolve the grievance prior to arbitration. In the event all parties choose to engage in mediation, they will use their best efforts to resolve the grievance through mediation and thus avoid the need to participate in the scheduled arbitration.

11.05 Fees and Expenses of the Arbitrator

In the event an employee elects to proceed to arbitration on his or her own behalf, it shall be the responsibility of the individual employee to deposit in advance the anticipated fees and expenses as may be determined by the arbitrator. Failure of either party to deposit the requested fees and costs within twenty (20) days of the demand will render the grievance withdrawn with prejudice.

All court reporter's fees shall be shared equally between the parties. The losing party shall pay the arbitrator's fees and costs.

ARTICLE 12 – SENIORITY

12.01 Seniority List

By November 30 of each year, the Library District shall provide the Union Secretary-Treasurer, Branch Managers and shop stewards with a current seniority list of the employees covered by this Agreement. Concurrent with the transmittal of the seniority list, the Library District shall provide notice via electronic mail to all represented employees of the availability of the seniority list for review. Failure to protest the employee's seniority date shown on the seniority list within twelve (12) working days shall be considered confirmation of the employee's seniority as listed.

Seniority shall be applicable only as expressly provided in this Agreement.

12.02 Seniority Computation

Library District seniority shall commence with the original date of hire as a full-time employee and end in accordance with Article 12.12 of this Agreement.

While assigned to a temporary position, employees will retain seniority rights using their regular position as a basis for such rights. In addition, during the period of the temporary assignment, employees will continue to accrue seniority.

12.03 Scheduling Leave

Library District seniority shall prevail in scheduling Vacation and Bonus Leave, holidays and floating holidays, subject to availability of the time slots as determined by the supervisor.

12.04 Determination of Layoffs

The Library District will determine the time of layoffs, the number of employees to be laid off, the locations of layoffs, and which designated job classifications will be affected. The Library District will lay off first the employees in each job classification with the least time (years/months/days) of service in the job classification(s).

In the event of a contemplated layoff, the Library District shall send a letter to the Union identifying previous positions held by all bargaining unit individuals, and the Union shall have thirty (30) days to respond with any challenges. After the thirty (30) days elapse, those positions identified will then be irrefutably presumed to be correct.

12.05 Union/Management Cooperation

The Library District, prior to any potential layoff/reduction in force, shall request a meeting with the Union for the purpose of discussing any alternatives that might obviate the need for a layoff. The Union shall promptly respond to any such invitation by the Library District to meet within seven (7) calendar days of the date of the request and shall provide available dates on which to conduct such meeting to discuss these issues. Any such meeting shall be conducted within two (2) weeks following the date of the Union's response. Both the Union and the Library District will discuss in good faith any and all alternatives to avoid a layoff.

12.06 Reassignment/Redeployment

If the Library District determines, consistent with its management right, that a layoff is necessary, the Library District will first endeavor to salvage the affected employee's employment by reassigning the employee to another job classification. To the extent possible, the job classification offered to the employee will be equal to or comparable in compensation. In the event the employee cannot be transferred to a position equal in compensation, the employee will be placed in the Step of the new job classification closest in pay to the employee's current compensation. In order for such reassignment to occur, the affected employee must possess the minimum educational requirements as determined by the Library District for the classification into which the employee may be placed and the classification in question must be one which the Library District intends to fill. In the event the employee declines the reassignment offered, the employee will be placed on the recall list. An employee who is placed in an alternative classification shall be subject to a trial service period of three (3) months within which to demonstrate his or her ability to perform the requirements of the new classification. Employees who, in the opinion of the Library District, are unsuccessful during this three (3) month trial service period shall be removed from the new classification and placed on the appropriate recall list based upon their prior job classification with their recall rights measured from the date they would have been originally laid off. This opportunity will be made available to affected employees after the requirements of Sections 12.08 and 12.10 have been fulfilled.

12.07 Ties

In the event of a tie in time of service in a job classification, District seniority will prevail.

12.08 Bumping

An employee laid off pursuant to Article 12.04 of this Agreement may bump the employee with the least time of service in a lower paid job classification or a previously held position if the bumping employee was hired in the job classification before the employee he/she will bump, (*i.e.,* he/she has held the position previously and before the bumped employee), and is qualified

to perform the functions of an employee in such designated job classification, immediately, or with a brief refresher/orientation period. For purposes of this paragraph, a previously held position is limited to one which, when previously held, was lower paid than the classification from which the employee is laid off but may have been subsequently reclassified and/or retitled such that its salary range is equal to or above that of the employee's current classification.

An employee who has bumped (*i.e.,* the "bumper") another employee pursuant to this Section may be restored to his/her job classification held immediately prior to the bumping process within a period of one (1) year from the effective date of bumping. In the event such a vacancy becomes available, the Library District shall notify the bumper in writing and/or by email of his/her ability to be restored to his/her prior classification. The bumper shall have a period of seven (7) calendar days from the date of postmark or date stamp of the notice to advise the Library District in writing of his/her intention to be restored to his/her prior classification. In the event the bumper either gives notice that he/she is not interested in such restoration or otherwise does not respond within the prescribed period, the bumper shall waive his/her right to be notified of potential future restoration opportunities.

From among multiple bumpers who are notified of potential restoration opportunities pursuant to this Section and who timely express written interest in such restoration, the bumper with the most seniority in the previously held classification shall be entitled to restoration. In the event a bumper is not restored based upon seniority, the bumper shall not be excluded from being notified of future restoration opportunities within one (1) year from the effective date of bumping.

In the event of a job vacancy which the Library District desires to fill, eligible employees will be afforded job restoration opportunities pursuant to this Section prior to forwarding notice of recall pursuant to Section 12.11.

12.09 Subsequent Bumping

Employees displaced through bumping shall be afforded the same opportunity to bump as described herein.

12.10 Order of Recall

If the Library District determines to fill a vacancy in any designated job classification from which employees were laid off within the preceding one (1) year, such displaced employees shall be recalled in order of their classification seniority, after job restoration opportunities have been provided to eligible employees pursuant to Section 12.08.

12.11 Notice of Recall

The Library District will forward notice of recall by certified mail to the last known address of the employee as reflected by Library District records. The return date specified by the Library District for recall and return to work shall be no less than seven (7) calendar days from the date of the postmark of the notice of recall. The employee must, within three (3) workdays (Monday through Friday) of delivery or attempted delivery of the notice of recall, notify the Human Resources Director or designee of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date. Failure to strictly comply with the provisions of this Section will result in the loss of the employee's recall rights.

Employees on a recall list who are offered recall to jobs in Laughlin, Mesquite or Moapa Valley may choose to decline the position at any of those outlying branches unless the employee was previously assigned to that particular branch at which the recall is offered without loss of the employee's recall rights.

12.12 Termination of Seniority

An employee's seniority shall be terminated and his/her rights under this Agreement forfeited for the following reasons:

(1) Discharge, termination, retirement, resignation, or failure to return from an authorized leave.

(2) Failure to give notice of intent to return to work after recall within the time period specified in Section 12.11 of this Agreement, or failure to return to work on the date specified for recall.

(3) Layoff for a period of one (1) year.

(4) For injuries or illness lasting for a continuous period of more than twelve (12) months.

ARTICLE 13 – COMPENSATION

13.01 Payday

Payday shall be biweekly and employees shall be paid during business hours and no later than the first (1st) Friday following the closing of the pay period.

13.02 2013 Pay Plan Increase

Effective with the pay period beginning July 1, 2013, the pay plan shall increase by three percent (3%) in wages only for the first year of this Agreement.

13.03 2014 Pay Plan Increase

Effective with the pay period beginning July 1, 2014, the pay plan shall increase by three percent (3%) in wages only for the second year of this Agreement.

13.04 2015 Pay Plan Increase

Effective with the pay period beginning July 1, 2015, the pay plan shall increase by three percent (3%) in wages only for the third year of this Agreement.

13.05 Mileage

Employees who request mileage reimbursement for using their personal vehicle for Library District business shall attach a copy of their current insurance coverage for the vehicle used when making a reimbursement request to the Library District's Business Office.

No reimbursement for mileage will be authorized when using a Library District vehicle.

13.06 Step Increases

For the first year of this Agreement, no step increases shall be paid by the Library District. For both the second and third year of this Agreement, the Library District shall pay four percent (4%) for each step increase in range/classification.

13.07 Work Out of Designated Classification

An employee required by his/her supervisor to temporarily assume the responsibilities of an established position of a higher designated classification shall be compensated, as follows:

1. If the assignment is for four (4) hours or more, such employees shall receive the adjusted pay for the entire shift.

No adjustment in salary will be received by the employee if the work out of designated classification is below the employee's current designated classification.

2. A supervisor shall not work an employee within one (1) hour of the four (4) hour limitation and replace him/her with another employee for the purpose of not paying the greater amount.

3. This Section shall not apply to employees granted, or who have requested, in writing, the opportunity to train and improve their effectiveness in the higher designated classification.

4. The employee shall only be eligible for Out of Classification Pay if his/her supervisor pre-approves such work in writing, and as a further pre-condition to such payment, a member of the Library District's Executive Council must also pre-approve and forward the request for additional pay in writing to the Payroll Department.

5. Temporary assignments to an established position in a lower designated classification shall be compensated to the employee at his/her regular rate of pay.

6. Employees who are assigned to a position/classification outside of this bargaining unit at a salary range higher than their own shall be paid at the lowest step in the higher position which will provide at least a one-step increase for all time worked in the higher position.

13.08 Temporary Assignments

While assigned on a temporary basis, employees will be compensated at the salary range appropriate for the temporary job classification, and will be eligible for salary step increases in accordance with this Agreement and Library District policy.

13.09 Longevity

All employees hired prior to October 1, 2006, who, as of December 31 of each year, have completed five (5) or more years of service to the Library District, will receive longevity benefits on the first pay day in November in the same year in accordance with the following:

1. The longevity rate for eligible employees is $100 per year for each year of service.

2. All employees who meet the eligibility requirements of longevity pursuant to this Section will be paid longevity prorated on the basis of their authorized work hours.

3. Any period that an employee is on Leave Without Pay will be deducted from the creditable service for longevity pay.

ARTICLE 14 – HOURS OF WORK

14.01 Identification of Shifts

The Library District shall have the right to establish work schedules and starting times. Furthermore, such schedules may be changed from time to time by the Library District. Except in emergency situations, the Library District shall give one (1) week advance notice of such schedule changes.

The Library District shall designate the starting and stopping time of each shift, the meal and rest periods for each shift, and may stagger such times between various departments and between groups of employees or individuals within a department.

ARTICLE 15 – LEAVE TIME

15.01 Leave Accrual and Usage

There shall be no leave time accrual for employees in no-pay status.

Exempt employees may have accrued leave deducted in one-hour increments.

15.02 Holidays

The following twelve (12) days are declared to be holidays for the Library District:

January 1	(New Year's Day)
Third Monday in January	(Martin Luther King Jr. Day)
Third Monday in February	(Presidents Day)
Last Monday in May	(Memorial Day)
July 4	(Independence Day)
First Monday in September	(Labor Day)
Last Friday in October	(Nevada Day)
November 11	(Veterans Day)
Fourth Thursday in November	(Thanksgiving Day)
Friday after Thanksgiving	(Family Day) (beginning in 2014)
December 24	(Christmas Eve)
December 25	(Christmas Day)

The Library District will close at 5 p.m. on New Year's Eve.

In order to receive holiday pay, an employee must be in paid status on his/her last scheduled shift preceding the holiday, and his/her first scheduled shift succeeding the holiday.

Holidays shall be paid at the hourly rate that the employee is regularly scheduled to work.

15.03 Easter Sunday

The Library District will be closed on Easter Sunday and employees will not be paid for that Sunday.

15.04 Floating Holiday

Beginning in 2014, employees hired after January 1 but before July 1 of a calendar year, including those on original probation, will receive one (1) floating holiday per calendar year and

will be credited with such floating holiday upon their date of hire. Employees hired between July 1 and December 31 will receive no floating holiday for use during that calendar year. Thereafter, a floating holiday will be granted on a calendar year basis as of January 1 and must be used within the same calendar year as granted. There will be no "roll over" of a floating holiday from year to year. A floating holiday not taken during the calendar year in which it is granted will be forfeited by the employee. A floating holiday must be used in a whole-day block and will not be subject to use in hour-long increments. The Library District agrees that it will not unreasonably deny floating holiday requests.

15.05 Holiday Scheduling

When a holiday falls on an employee's regularly scheduled day off, the employee shall be given another day off during the pay period. When a holiday falls during an employee's scheduled Vacation or Sick Leave, the employee will not be charged Vacation or Sick Leave for the holiday.

15.06 Vacation Leave

Vacation Leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Approved absences not covered by other provisions of this Agreement may be chargeable to Vacation Leave to the extent it has been accrued with two (2) weeks advance written notice given (except in cases of bona fide emergencies).

15.07 Eligible Employees for Vacation Leave

Employees shall be eligible to take accrued Vacation Leave after completion of their probationary period.

15.08 Vacation Leave Accrual

Vacation Leave shall accrue from the date of hire in the following manner:

(a) Full-time employees who work forty (40) hours per week will earn Vacation Leave at the rate of 5.55 hours per biweekly pay period.

(b) Full-time employees who work between thirty (30) and forty (40) hours per week will earn prorated Vacation Leave based on the number of authorized hours per week worked.

(c) No employee will be permitted to accrue more than three hundred twenty (320) hours of Vacation Leave. Hours accrued beyond this limit will be forfeited by the employee.

(d) Upon separation from employment, the employee, or the employee's designated beneficiaries, shall be paid unused accrued Vacation Leave up to a maximum of three hundred twenty (320) hours.

15.09 Vacation Leave Scheduling

(a) November 15 through December 15 of each year ("Submission Period") will be an open forum for employees to submit one (1) Vacation Leave request for the following calendar year. Employees may submit Vacation Leave requests to their supervisor or designated authority of the department in increments starting at one (1) hour and not exceeding three (3) weeks (120 hours). Vacation Leave during the Submission Period will be granted based on Library District seniority. A single request for Vacation Leave beyond three (3) weeks is subject to the approval of, and at the discretion of, a member of the Library District's Executive Council.

(b) After the Submission Period, requests for Vacation Leave will be honored on a first-come, first-served basis. Employees will not be granted Vacation Leave beyond December 31 of the year following the Submission Period, unless approved by a member of the Library District's Executive Council. The immediate supervisor or designated authority of the department shall respond to Vacation Leave requests within ten (10) working days after the closing of the Submission Period or the request shall be considered approved.

15.10 Denial of Vacation Leave

If the Library District denies a timely and reasonable Vacation Leave request which results in a loss of Vacation Leave accrual, the employee shall be paid for such leave.

Should an approved Vacation Leave request be rescinded by the Library District, the Library District will pay the employee for non-refundable monies expended in anticipation of the canceled vacation. All airline tickets and receipts for other non-refundable expenditures shall be submitted to the Library District prior to payment.

15.11 Educational Assistance

Employees are encouraged to continue their education. Therefore, a program of tuition reimbursement for job-related academic course work is provided to employees as follows:

(a) Reimbursement will be available to all full-time employees, provided that budgetary funds are available.

(b) Initial hire full-time employees will not be eligible for reimbursement until successful completion of their probationary period.

(c) Courses will be directly related to the job responsibilities of the employee, as determined by the Executive Director. A passing grade of "C" or better must be achieved in order to receive reimbursement.

(d) To receive tuition reimbursement, the employee must complete a tuition reimbursement form prior to the beginning of the semester and be approved to receive reimbursement prior to the beginning of the course. The employee must also have approval of his/her immediate supervisor to allow for work scheduling needs of the Library District. The maximum reimbursement for courses is six (6) college units per fiscal year.

(e) Application for reimbursement must be approved by the Executive Director or his/her designee. Such reimbursement will be limited to tuition expenses only, and will not extend to books, travel or other related expenses.

15.12 Sick Leave

Employees who by reason of illness or injury are incapacitated from the performance of their duties, or who must receive necessary medical treatment or necessary medical office visits which cannot be scheduled outside normal working hours, or whose attendance at work is prevented by public health requirements, may be granted Sick Leave to the extent the employee has accrued such Sick Leave.

Employees may also be granted Sick Leave for the illness of a family member provided the employee first obtains the approval of the designated authority of the department. "Family member" shall be defined as spouse, domestic partner (as declared per Library District policy), children (including adopted, step, or foster relationships), grandchildren, parents (including step), siblings (including step) or grandparents (including step). The term "spouse" means current husband or wife as defined or recognized under state law for purposes of marriage. The term "parent" means the biological parent or individual who stands or stood *in loco parentis* (in place of a parent). Such leave will be deducted from the employee's Sick Leave accrual.

Should an emergency situation exist which makes it impossible or impractical to obtain prior approval from the designated authority of the department, the employee shall obtain such approval as soon as possible and no later than the first day of the employee's absence.

The Library District may require an employee to obtain a fitness for duty certification from his/her health care provider prior to the employee's return to work.

15.13 Sick Leave Accrual

Employees shall accrue Sick Leave in the following manner:

(a) Full-time employees who work forty (40) hours per week will accrue Sick Leave at the rate of 3.70 hours per biweekly pay period.

(b) Full-time employees who work between thirty (30) and forty (40) hours per week will accrue prorated Sick Leave based on the number of authorized hours per week worked.

Sick Leave accrual shall be unlimited.

15.14 Sick Leave Abuse

All Sick Leave granted to employees is subject to the designated authority of the department. Any pattern of abuse of Sick Leave or falsification of reasons for such leave shall subject the employee to disciplinary action. The Library District may require a doctor's certificate in cases where a pattern of abuse of Sick Leave is indicated.

15.15 Chronic Use of Sick Leave

A chronic user of Sick Leave is defined as one who calls in sick tied to a holiday, vacation or around days off on a regular basis or uses Sick Leave more than eight (8) occurrences within a twelve (12) month period.

(a) An "occurrence" of Sick Leave is defined as a single reason which causes an employee to miss work, even if the absences occur over non-consecutive days. Example: An employee who has the flu and misses two (2) days of work, returns for one (1) day, and then misses an additional three (3) days because of the flu will have all five (5) days of missed work treated as one occurrence of Sick Leave.

(b) When an employee calls in sick, the employee must contact his/her immediate supervisor or the next individual within the chain of command. Employees in each division will be provided a chain-of-command list. If no individual on such list is available, it is the employee's responsibility to continue contact efforts. The employee must call in no later than one half (1/2) hour after his/her normal starting time.

(c) The employee's immediate supervisor or supervisor within the chain of command may require the production of a doctor's note. If so determined, the employee will be informed that a doctor's note is requested.

15.16 Sick Leave Pay Upon Separation

Employees with three (3) years or more of service shall be paid sixty percent (60%) of all unused accrued Sick Leave at the employee's regular rate of pay at time of separation.

15.17 Sick Leave Pay Upon Death

Upon the death of an employee who has worked at least three (3) years, sixty percent (60%) of the employee's unused accrued Sick Leave shall be paid to the employee's designated beneficiary.

15.18 Bonus Leave

If an employee uses no more than forty (40) hours of Sick Leave in one (1) anniversary year, he/she will receive twenty-four (24) hours of Bonus Leave. Bonus Leave is computed based on the employee's anniversary date of hire each year.

(a) Bonus Leave must be used within one (1) year following the date credited.

(b) An employee is not eligible for Bonus Leave during any year in which Leave Without Pay is taken.

15.19 Family and Medical Leave Act (FMLA)

The Library District and the Union agree to abide by the Family and Medical Leave Act (FMLA) as summarized in Library District policy.

15.20 Jury Duty Leave

Employees called to serve jury duty shall not suffer a reduction in their wages. Employees called for jury duty shall receive their regular rate of pay and shall submit all jury duty pay, except for mileage, to the Library District. Those employees assigned to other than day shift shall be reassigned to day shift for the duration of their jury duty.

15.21 Military Leave

Military Leave will be provided according to statute.

15.22 Bereavement Leave

An employee will be granted a maximum of five (5) days with pay as Bereavement Leave for the immediate family member of an employee or an employee's spouse or domestic partner (as declared per Library District policy). An immediate family member of an employee or spouse or domestic partner shall be defined as spouse, domestic partner (as declared per Library District policy), children (including adopted, step, or foster relationships), grandchildren, parents (including step), siblings (including step) or grandparents (including step). The employee must provide documentation of death. Such leave will not be deducted from an employee's leave accruals; however, it is non-accruable and not compensable if unused.

15.23 Administrative Leave

Administrative Leave is defined as leave with pay for a specified period of time approved by the Executive Director or his/her designee. The Executive Director or his/her designee may grant Administrative Leave to employees to attend workshops, seminars, educational classes, or for other purposes for the good of the Library District that is directly related to their job duties.

15.24 Leave Without Pay

Leave Without Pay may be granted by the Executive Director or his/her designee to employees for a specified period of time. While on Leave Without Pay, employees will not accrue Vacation Leave, Sick Leave, service credit for longevity/seniority, and will not receive any other benefit provided by the Library District. Upon return from Leave Without Pay, employees will be returned to their same or to a similar job classification, and will be paid at the salary step and rate they were assigned prior to the Leave Without Pay.

ARTICLE 16 – INSURANCE

16.01 Life Insurance

The Library District shall provide life insurance with double indemnity for accidental death for every employee of the bargaining unit.

16.02 Employee Life Insurance Coverage

The Library District shall provide all full-time employees with life insurance coverage in an amount equivalent to two times (2x) the employee's annual salary/wages, up to a maximum amount of $200,000.00.

16.03 Dependent Life Insurance Coverage

The Library District shall provide dependent life insurance coverage in the following amounts:

Newborn to 14 days	-	None
14 days to 6 months	-	$ 100
6 months and older	-	$1,500

16.04 Health Insurance

The Library District agrees to adopt the Teamsters Security Fund for Southern Nevada for the duration of this Agreement, and the Union also agrees to offer health care coverage pursuant to the Fund to all full-time, non-represented employees of the Library District.

16.05 July 1, 2013 – June 30, 2014 Health Insurance Premiums

For the first year of this Agreement (July 1, 2013 – June 30, 2014), the Library District shall pay ninety percent (90%) of the health insurance premiums for single ($399.52) and/or family ($1,126.51) coverage. The remaining ten percent (10%) shall be contributed by the employee.

16.06 July 1, 2014 – June 30, 2015 Health Insurance Premiums

In the second year of this Agreement (July 1, 2014 – June 30, 2015), the Library District shall pay ninety percent (90%) of the health insurance premiums for single ($424.52) and/or family ($1,126.51) coverage. The remaining ten percent (10%) shall be contributed by the employee.

16.07 July 1, 2015 – June 30, 2016 Health Insurance Premiums

In the third year of this Agreement (July 1, 2015 – June 30, 2016), the Library District shall pay ninety percent (90%) of the health insurance premiums for single and/or family coverage. The remaining ten percent (10%) shall be contributed by the employee. The maximum monthly

premium that may be charged to the Library District shall not exceed $474.52 for single coverage and/or $1,176.51 for family coverage during the third year of this Agreement if the Union determines that a premium increase is needed. Prior to the implementation of any such increase, the Union shall give the Library District advance written notice of the planned increase no less than one hundred twenty (120) calendar days before the increase shall take effect. In the event the Union does not give the required notice, the applicable monthly premiums for single and/or family coverage shall remain at the same amounts as those applicable during the second year of this Agreement.

16.08 No-Pay Status

Except for FMLA Leave, the Library District is not obligated to pay any portion of the insurance premiums of an employee in no-pay status.

16.09 Supplemental Insurance

Employees shall have the right to enroll in supplemental insurance benefits offered by the Library District.

Employees shall have the opportunity to enroll in any supplemental insurance benefit plans during an annual open enrollment period or at the time of hire. Employees may enroll in any combination of these supplemental plans, or none of them, regardless of whether they participate in any other group benefit plans offered by the Library District.

Supplemental benefit plans will be offered to employees at no cost to the Library District. The premium cost associated with such plans shall be solely the responsibility of the employee through payroll deduction.

ARTICLE 17 – SAFETY AND HEALTH

17.01 Safe Working Conditions

The Union will cooperate with the Library District in maintaining safe working conditions, and any employee believing a working condition, equipment or machinery to be unsafe shall immediately call it to the attention of his/her supervisor for review.

Should the supervisor conclude that the working condition, equipment or machinery is within appropriate safety measures, and the employee insists to the contrary, the supervisor shall notify the Library District's Safety Officer and the shop steward, and the matter shall be brought to the attention of the Department Director for conclusive action.

17.02 Light Duty Plan

An employee incapacitated due to an injury that is work related may, at the option of the Library District, be employed in other work on a job within the Library District which a physician determines the employee is able to perform. The employee shall be paid at the statutory rate of pay for industrial injuries, providing no current employee is laid off as a result of such placement.

17.03 Provision of Safety and Protective Equipment

The Library District shall furnish at its expense safety and protective equipment, devices, wearing apparel, and other items to employees as determined by the Library District Safety Officer and the appropriate Department Supervisor to be necessary for employee well-being, protection from accidents and health hazards, in accordance with the Library District's policy on protective equipment to ensure that proper standards are met. Where such protective devices are necessary for the safety of employees, the employees must wear them while working or in the required areas. Should the employee wish to exceed the standard, the difference shall be at the employee's expense.

The Library District may assess a fair charge to cover the loss of protective devices provided by the Library District under this Section resulting from failure to exercise reasonable care or for willful destruction of such safety equipment or clothing.

17.04 Safety Suggestions

Suggestions from employees or the Union which offer practical and feasible ways of improving safety are welcomed by the Library District, and employees may submit their safety suggestions in the following manner:

(1) Giving it to their Supervisor, or

(2) Presenting it to the Library District's Safety Officer or a Safety Committee member.

17.05 Driving Records

Each employee whose position requires the driving of Library District vehicles shall be required to furnish to the Library District a current Nevada Driver History Record, no more than thirty (30) days old, by June 30 of each year. Such employees must maintain a satisfactory driving record which does not preclude them from being insured by the Library District's insurance carrier. A driving record is considered unsatisfactory if it contains (a) one (1) major violation within the previous three (3) years or (b) three (3) or more minor violations within the last three (3) years. Major and minor violations are to be determined based on criteria established by the Library District's insurance carrier, which is not a party to this Agreement.

Employees who are required to drive Library District vehicles and whose driving record prevents them from being insured by the Library District's insurance carrier may be subject to disciplinary action, up to and including termination.

Employees who use their personal vehicles for Library District business shall also submit by June 30 of each year a current Nevada Driver History Record, no more than thirty (30) days old. Such records shall be kept in the personnel file of the employee. The Library District reserves the right, based on the information contained in the driving record, to determine in its sole discretion whether it is in the best interest of the Library District to have the employee use his/her personal vehicle for Library District business.

All employees using their personal vehicles for Library District business shall maintain the minimum insurance coverage required by the State of Nevada. The employee's own insurance coverage shall be primary, and the Library District's insurance carrier shall provide secondary coverage. Failure of the employee to maintain minimum insurance coverage may result in disciplinary action, up to and including termination.

ARTICLE 18 – RETIREMENT

18.01 Required Pay

The Library District shall pay retirement in accordance with NRS 286.421.

ARTICLE 19 – SCOPE OF AGREEMENT

19.01 Duration of Agreement

This Agreement shall become effective on July 1, 2013, and shall expire at midnight on June 30, 2016. By mutual written agreement of the parties, this Agreement shall be extended beyond the expiration date for a term mutually agreeable to both parties.

19.02 Terms and Conditions Not Covered

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Library District's direction and control.

19.03 Complete Agreement

This Agreement contains all of the covenants, stipulations, and provisions agreed upon by the parties hereto. No agent or representative of either party has the authority to make any statement, representation, promise, inducement, or agreement not set forth herein.

19.04 Severability

This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court or agency of competent jurisdiction, or amended or repealed by the Nevada Legislature, it shall not be construed to void, amend, or repeal the entire Agreement, and those parts not amended, repealed, or declared void shall continue to be binding upon the parties. Upon such court, agency, or legislative action, the parties agree to meet immediately and negotiate such part(s) or provision(s) affected.

19.05 Governing Agreement

The employees, the Union and the Library District agree that their conduct and relationship shall be governed by the terms of this Agreement not in conflict with federal and Nevada law.

19.06 Amended Departmental Rules and Regulations

The employees agree to abide by departmental rules and regulations as may be amended from time to time by the Library District which are not in conflict with this Agreement. The Library District shall provide to the Union copies of applicable departmental rules, if any, and shall also provide copies of amendments of such rules to the Union and its shop stewards for the appropriate department. The Library District agrees to give the Union ten (10) working days advance notice of any rule amendments.

ARTICLE 20 – WARRANTY OF AUTHORITY

The officials executing this Agreement on behalf of the Library District and the Union signatory hereto hereby warrant and guarantee that they have the authority to act for, bind, and collectively bargain on behalf of the organizations which they represent during the term of this Agreement.

Signed this 1ST day of JULY, 2013, at Las Vegas, Nevada.

TEAMSTERS LOCAL UNION NO. 14

Larry Griffith
Secretary-Treasurer

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

Jeanne Goodrich
Executive Director

EXHIBIT A

CLASSIFICATION LISTING

MANAGER UNIT

129 Branch Manager
Literacy Services Coordinator
Virtual Branch Manager
Youth Services Coordinator

EXHIBIT B

JUST CAUSE STANDARD

Just Cause has been defined to include the following elements:

1. **NOTICE:** The employee must be adequately put on notice of the consequences of his or her conduct. Notice may be provided to the employee in many different ways, including but not limited to, the communication of workplace policies and procedures governing employee conduct, verbal discussion/coaching and/or the issuance of disciplinary action. An exception may be made for certain conduct that is so serious that the employee should be reasonably expected to know it will be punishable (*i.e.,* conduct, including but not limited to, theft/dishonesty and physical violence).

2. **REASONABLE RULE/ORDER:** The employer's rule or order should be reasonably related to the efficient and safe operation of its business.

3. **INVESTIGATION:** The employer should investigate in order to gather information relating to the employee's conduct before any decision is made to administer discipline.

4. **FAIR INVESTIGATION:** The investigation should be conducted in a fair and objective manner, allowing sufficient opportunity for the employee to explain the incident, issue or behavior under investigation.

5. **PROOF:** The investigation should produce substantial evidence of proof of the employee's guilt or culpability. It is not required that the evidence be preponderant, conclusive, or beyond a reasonable doubt.

6. **EQUAL TREATMENT:** The employer's rules, orders, and penalties should be applied evenhandedly and without discrimination to all similarly situated employees.

7. **PENALTY:** The penalty administered by the employer should be reasonably related to the seriousness of the offense and the employee's record of service.