

# SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1107



**COLLECTIVE BARGAINING AGREEMENT  
FEBRUARY 16, 2013 - JUNE 30, 2015**

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## **RTC GENERAL MANAGER**

Tina Quigley

## **ASSISTANT GENERAL MANAGERS**

Jerry Keating • MJ Maynard • Fred Ohene

## **RTC MANAGEMENT**

Jerry Keating, Assistant General Manager/Chief Spokesperson

Fred Ohene, Assistant General Manager

Marc Traasdahl, Director of Finance

Tammara Williams, Director of HR/Safety & Security Operations



## **SEIU, LOCAL 1107**

Al Martinez, President

Cheryl Bunch, Chief Spokesperson

Jamey Bailey, Contract Representative

Madalyn Reyes, Chief Steward

Mace Hardy, Vice President

Gregg Rogers, Steward

James Lomax, Team Representative



**Special Thanks to the Following Individuals for their  
Invaluable Participation During this Process:**

Courtney Lancaster, HR/Safety & Security Supervisor

Corrie Clark, Management Analyst

Shavonne Jones, Administrative Specialist

Kevin Hawkins, FMCS

**AGREEMENT**

**BETWEEN THE**

**REGIONAL TRANSPORTATION COMMISSION  
OF SOUTHERN NEVADA**

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1107**

**FEBRUARY 16, 2013**

**TO**

**JUNE 30, 2015**

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## **ARTICLE 1 Agreement**

This Agreement is made and entered into this 16th day of February, 2013 by and between the SEIU, Local 1107, hereinafter referred to as the "Union" and the Regional Transportation Commission of Southern Nevada, a government entity of the State of Nevada, hereinafter referred to as the "RTC".

## **ARTICLE 2 Intent**

It is the purpose of this Agreement to promote and provide a responsible labor relations policy between the RTC and the employees covered herein; to secure an orderly and equitable disposition of grievances which may arise under the Agreement; and to set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the wages, hours, and other specified conditions of employment of the employees covered hereby. It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of the RTC expressly provided for by federal law, state statutes, and/or local ordinances, except as expressly limited herein.

## **ARTICLE 3 Recognition**

1. The RTC hereby recognizes the Union as the sole and exclusive collective bargaining representative of the RTC 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. The Union shall be notified of additions to the list of classifications (Appendix A), within seven (7) days of posting for the position classification and shall receive 30 days advance notice of any deletions. Upon written request by the Union, the parties shall meet and confer regarding deletions within the 30 day notification period referenced herein. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170.
2. RTC 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. Elected officials.
  - c. Administrative employees as defined by NRS 288.
  - d. Employees of RTC Human Resources Department and all other confidential employees.

- e. Employees exempted in accordance with NRS 245.216 and NRS 3.310.
  - f. Probationary employees.
  - g. Temporary employees.
  - h. Part-time hourly employees.
  - i. Volunteers.
3. Subject to the provisions of NRS 288, the RTC reserves the right to withdraw recognition of the Union in the event the Union:
- a. Fails to present a copy of each change in its constitution or bylaws, if any, or to give notice of any change in the roster of its officers, if any, and representatives;
  - b. Disavows its pledge not to strike against the local government employer under any circumstances;
  - c. Ceases to be supported by a majority of the local government employees in the bargaining unit for which it is recognized;
  - d. Fails to negotiate in good faith with the local government employer.

Such action shall only be taken if the RTC first receives the written permission of the Local Government Employee-Management Relations Board.

4. On a monthly basis, the RTC shall provide to the Union the following related to RTC employees eligible for inclusion within the unit:
- a. New hires by name, home address, classification, and department.
  - b. Employees separated from employment. The report shall indicate the classification, department and the date of the action.
  - c. Employees being transferred or promoted. The report shall indicate the date of the action as well as the classification and department prior to and at the completion of the action.
  - d. A complete list of RTC employees eligible for inclusion in the unit, and shall indicate classification and department for each employee listed.

5. All information is furnished for the exclusive use of the Union and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved. The RTC shall allow the Union 45 minutes to present information at each New Employee Orientation.

**ARTICLE 4  
Discrimination Clause**

The RTC, the Union, and any other party bound by this Agreement shall each apply the provisions of this Agreement equally to all employees in the Union without discrimination as to race, color, religion, sex, sexual orientation, gender identity, gender expression, age, physical or visual handicap, national origin, pregnancy, veteran status or because of political or personal reasons or affiliations.

**ARTICLE 5  
Anti-Strike Clause**

The Union agrees not to strike, nor to endorse, support, assist or encourage in any way any individual employee or group of employees to participate in any strike against the RTC.

**ARTICLE 6  
Management Rights**

1. The RTC is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of the RTC in all its various aspects. Those rights include but are not limited to the following:
  - a. To hire, direct, promote, assign, transfer, or take disciplinary action against any employee, but excluding the right to assign or transfer as a form of discipline. Transfers and reassignments for the improvement of personnel staffing and utilization shall not be deemed a form of discipline.
  - b. To reduce in force or lay off any employee because of lack of work or lack of funds. In exercising this right, the local government employer shall comply with all other applicable provisions of NRS, if any.
  - c. To determine:
    - i. Appropriate staffing levels and work performance standards, except for safety considerations;

- ii. The content of the workday, including without limitation workload factors, except for safety considerations;
  - iii. The quality and quantity of services to be offered to the public;
  - iv. The means and methods of offering those services; and
  - v. The supplier of goods and services. No permanent employee will be laid off as an initial result of contracting goods and services.
- d. To maintain the efficiency of its governmental operations.
  - e. To determine the methods, means, and personnel by which its operations are to be conducted; and
  - f. To take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
2. All rights and responsibilities of the RTC not specifically modified by the Agreement shall remain the functions of the RTC. The above enumerated management rights shall not contravene the expressed terms of this Agreement and shall be subject thereto.

## **ARTICLE 7 Employee Rights**

- 1. The RTC and the Union agree that employees eligible for membership in the Union shall have and shall be protected in the exercise of their right freely and without fear of penalty and reprisal, to form, join, and participate in authorized and appropriate Union functions. The freedom of such employees to assist the Union shall be recognized as extending to participation in the management of the Union in the capacity of a Union officer or steward, including, following notification of the appropriate management representatives, presentation of its views to the officials of the RTC. The RTC shall not interfere, restrain, or discriminate against any employee exercising his/her rights under this Section.
- 2. The RTC shall provide bulletin boards of at least 24 x 36 inches for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their work stations or during their break periods. The RTC will allow the Union to distribute Union related emails to all RTC staff via the RTC internal email system once they have been given prior approval and authorization from the RTC Director of

Human Resources.

3. All notices which appear on the Union's bulletin boards shall be posted by the highest ranking local Union official or their designee, as identified in writing and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the RTC management representative's prior approval:
  - a. Union recreational and social affairs;
  - b. Notice of Union meetings;
  - c. Union officers and committee appointments;
  - d. Notice of Union elections;
  - e. Results of Union elections;
  - f. Reports of standing committees and independent arms of the Union; and
  - g. Publications, rulings or policies of the Union.
4. All other notices of any kind not covered by (a) through (g) above must receive the prior approval of the RTC Director of Human Resources. It is also understood that no material may be posted on bulletin boards at any time which contain the following:
  - a. Personal attacks upon any other member or any other employee;
  - b. Scandalous, scurrilous or derogatory attacks upon the administration;
  - c. Attacks on any other employee organization, regardless of whether the organization has local membership; and
  - d. Attacks on and/or favorable comments regarding a candidate for a partisan political office within RTC government.

## **ARTICLE 8 Union Rights**

1. Union stewards will be designated by the Union. The union may designate one steward for every 60 eligible employees.

Within 30 days of the signing of this Agreement, the Union shall provide the RTC Human Resources Director, in writing, a complete list of stewards and elected officers, and indicate their departmental assignments. The Union will notify the RTC, in writing, within 10 working days of any change regarding stewards or elected officers.

2. All stewards shall submit a leave request to notify and receive approval for release from duty from their immediate supervisors each time they need to conduct a Union activity or business. A copy of all request forms approved for the "Release from Duty for Union Business/Activities" and business shall be sent immediately to RTC Human Resources and the Union. Stewards shall be relieved of duty unless operational demands prohibit granting the request. Use of steward time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. An alternate Union steward may serve in the absence of the departmental steward(s) or the chief steward who is on authorized leave or is otherwise unavailable.
3. Union business shall include the representation of employees at meetings scheduled and held with the department director or designee, grievance review hearings, termination hearings, attendance at the Labor/Management and Safety Committee meetings and the monthly Union steward meetings. Any other Union related activities shall be deducted from the hours defined in Section 7.
4. Only one (1) steward shall be allowed to represent an employee at a meeting or hearing during any one shift. In the case of a newly elected or duly appointed steward, that steward shall have the opportunity to accompany a steward at a meeting or hearing as an observer. A newly elected or duly appointed steward shall be considered a steward who is within 180 days of being elected or appointed. A steward's attendance at such meetings or hearings shall be subject to the terms of this Agreement. An employee is entitled to be represented by a Union steward at all meetings where discipline is given in writing. After being notified of an impending investigatory interview, or a meeting at which discipline is to be given in writing, the affected employee may elect to have a Union representative present. In the event the employee is to receive a Documented Oral Warning or an Admonishment, the employee will have four hours to obtain Union representation. For any discipline greater than an Admonishment the provision for obtaining Union representation will follow Article 11. The Union or the employee shall designate the steward who will represent an employee at a meeting or hearing. The Union shall furnish the RTC Human Resources Director a copy of the record of attendance of the steward meeting.
5. Two (2) non-employee representatives of the Union may meet with an

employee on RTC work premises for the purpose of preparing for a grievance or arbitration hearing during the employee's work hours once the employee has requested to be released from duty through the leave request form process. Other Union business conducted by non-employee representatives must be conducted during the employee's work breaks or lunch period.

6. Union activities and business shall not interfere with any employee's duties. All stewards and non-employee representatives must notify and obtain permission from an employee's immediate supervisor before entering the work area during working hours to meet with an employee. Upon entering the work area during breaks or lunch periods, stewards and non-employee representatives must identify themselves and make arrangements to meet with a particular employee.
7. For each separate fiscal year covered by the term of this Agreement, the Union will be allocated a total of 200 hours leave without loss of pay for designated Union members to investigate grievances, attend conferences, legislative sessions or conventions, and other Union business not specified in Section 3. Per Diem and/or travel shall not be provided by the RTC. Such leave shall not be cumulative from fiscal year to fiscal year. The RTC shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from RTC work locations during normal duty hours.
8. The Union shall be represented during negotiation sessions by a negotiating committee of not more than four (4) union members, designated by the union. Committee members shall be granted leave from duty with full pay on the day of negotiation sessions with the RTC for all meetings held for the purpose of renegotiating the terms of this contract when such meetings take place at a time when committee members are scheduled to be on duty.
9. Union President/Chief Stewards
  - a. If the Union President is an employee of the RTC, he/she shall be scheduled 40 hours paid time off per calendar week to accomplish general Union business. As a practical matter for employment record keeping, the Union President will be assigned to the department head of the department in which he/she is employed. The Union President will keep their department head informed of their whereabouts and activities and will continue to follow vacation and sick leave request, approval and usage policies. Up to 1 chief steward(s), as designated by the Union, shall be scheduled in the aggregate amount of 4 hours paid time off per calendar week to accomplish general Union business. Once appointed, the chief

stewards shall be scheduled by the Union and such schedule shall not be changed, unless 30 days advance notice of the change is given by the Union to the RTC. The Union shall notify the Human Resources Director, in writing, of the chief stewards' schedules and changes related thereto. The chief stewards will be assigned to their supervisor and will be required to adhere to their established schedules for work and Union business. Chief stewards will continue to follow vacation and sick leave request, approval and usage policies. The scheduling of such leave will be at the discretion of the chief steward's supervisor and must be approved in writing before it is used.

- b. If the Union President is not an employee of the RTC, up to one (1) chief steward[s], as designated by the Union, shall be scheduled in the aggregate amount of 4 hours paid time off per calendar week to accomplish general Union business. Once appointed, the chief steward[s] shall be scheduled by the Union and such schedule shall not be changed, unless 30 days advance notice of the change is given by the Union to the RTC. The Union shall notify the Director of Human Resources, in writing, of the chief stewards' schedules and changes related thereto. The chief steward[s] will be assigned to their supervisor and will be required to adhere to their established schedules for work and union business. Chief Steward[s] will continue to follow vacation and sick leave request, approval and usage policies. The scheduling of such leave will be at the discretion of the chief steward's supervisor and must be approved in writing before it is used.
  - c. Union business, as defined in Section 3 of this Article, shall be coordinated between the RTC and the chief steward to encourage their participation in such meetings when on paid leave status. In the event the employer schedules a meeting or hearing at a date or time when the chief steward is on duty, the chief steward shall be permitted to attend such meeting and such attendance shall not be charged to the bank hours under Section 7 of this Article.
- 10. An employee will not be compensated for participating in Union activities, business or attendance at negotiation meetings outside of his/her scheduled shift.
  - 11. The RTC will grant access to a meeting room in the RTC Administrative Building for the RTC Union Stewards to hold monthly steward meetings during standard operating hours as defined in Article 14. The RTC Union Stewards will provide sufficient notice to allow the RTC to coordinate the meeting room.

**ARTICLE 9**  
**Employee Deductions**

1. The RTC shall deduct from the wages of those employees who are members of the Union and pay over to the proper officers of the Union any monies which the Union advises may be due it from such members, provided that the employee who is a member of the Union has individually and voluntarily authorized such deductions to be made.
2. The RTC agrees not to honor any check off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employees-Management Relations Board.
3. The Union agrees to indemnify, defend and hold the RTC harmless against any and all claims or suits that may arise out of or by reason of action taken by the RTC in reliance upon any authorization cards submitted by the Union to the RTC. The Union agrees to refund to the RTC any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.
4. The Union will certify to Human Resources, in writing, the current rate of membership dues. The RTC will be notified of any change in the rate of membership dues 30 days prior to having to make the change to the payroll deduction. Dues shall be remitted per pay period to the Union by RTC. Along with the remittance, the RTC will provide the Union, in electronic format, a listing of the bargaining unit employees with social security numbers and the dues amount paid. The union will advise the RTC when employees elect to withdraw membership. The RTC will stop dues deductions within 30 days after receipt of notification from the Union.
5. The RTC will not be required to honor for any month's deduction any authorizations that are delivered to it later than seven (7) days prior to the second payday of the month.
6. If an employee-member transfers to another bargaining unit position from one RTC department to another, he/she shall be continued on the dues deduction rolls.

**ARTICLE 10**  
**Labor/Management and Safety Committees**

1. The Agency Labor/Management and Safety Committee shall be

- composed of eight (8) RTC employees – four (4) members representing the Union and four (4) members, representing management. Union committee members shall be appointed by the Union President; management committee members shall be appointed by the General Manager or designee. Members of the committee shall serve at the pleasure of the appointing party. The meeting schedule will be held bi-monthly, or less frequently as determined by the parties, on mutually agreed dates and times and shall be for the purposes of:
- a. Exchanging general information of interest to the parties;
  - b. Giving the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members; and
  - c. The committee shall reduce any recommendations arising from their deliberations to writing and forward same to the General Manager or designee. The General Manager or designee's decision is final.
2. The Agency Labor/Management and Safety Committee shall have no authority to:
- a. Make any decisions binding the parties;
  - b. Bargain for the parties on any issue; or,
  - c. Determine disposition of any grievance(s).
  - d. Discuss and make recommendations on the maintenance of proper safety standards, the responsibility of employees concerning safety practices, and to give input in the development of overall accident prevention programs and elements.
3. All issues discussed within the purview of this committee[s] will be limited to Agency matters.
4. The RTC will continue to undertake all reasonable efforts to provide for employee health and safety in accordance with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by the RTC.
5. 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.

6. Union committee members 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 11**

### **Dispute Resolution Procedures**

1. A grievance is defined as a filed dispute between the Union, on behalf of an employee(s), and the RTC over the interpretation and/or application of the express terms of this Agreement or a dispute over the issuance of discipline as defined herein. A grievance shall not be defined to include any matter or action taken by the RTC or its representatives for which the NERC has jurisdiction or any matter specifically excluded from grievance and arbitration by other provisions of this Agreement. Disputes specifically excluded in other Articles of this Agreement from the dispute resolution procedures shall not be construed as within the purview of this Article.
2. If mutually agreed, either party may request, in writing, a waiver of the time limitations set forth in this Article. A grievance shall be considered abandoned if not filed and processed by the Union on behalf of the employee, where indicated in accordance with the time limitations. Failure on the part of the RTC to respond to a grievance in accordance with the time limits set forth in this Agreement shall result in the grievance advancing to the next step of the procedure. The failure on the part of management to process a grievance will be given serious weight in the resolution or retroactivity of an award. A waiver of timeliness requested by the Union will be taken into consideration in the determination of any retroactive award.
3. No prejudicial, discriminatory or retaliatory action may be taken, at any time, by the Union or the RTC against any person for his/her participation in or statements made in the investigation or settlement of a grievance.
4. For the purpose of resolving grievances at the earliest possible point in time, both parties will make full disclosure of the facts and evidence which bear on the grievance, including but not limited to furnishing copies of evidence, documents, reports, written statements and witnesses relied upon to support their basis of action. Both parties agree to share such facts and evidence at least one (1) business day prior to Step 1 or Step 2 meetings and at least three (3) business days prior to a Step 3 Hearing. An arbitrator will not consider any evidence from a party who willfully failed

to produce such evidence in support of his/her position. For the purposes of this Agreement, business days shall be defined as Monday – Thursday.

## **Section 1 – Discipline**

1. Discipline is defined as an employee’s written reprimand, final written warning, demotion, or involuntary termination from RTC service. Any matters for which the Nevada Equal Rights Commission (NERC) or Office of Diversity (OOD) has jurisdiction will be handled through a separate procedure identified in this Article, Section 3, NERC/OOD Procedure.
2. Arbitrators used for written reprimands, final written warnings, demotions, and involuntary terminations of this Article shall be jointly selected by the parties. The arbitrators must meet the requirements established in the Arbitrator Guidelines. The fees of the arbitrator shall be borne by the losing party.
3. The arbitrator shall conduct a grievance proceeding adhering to the mutually developed guidelines governing the process. The arbitrator will consider the incident and the discipline in terms of severity of the action, evidence of progressive discipline and appropriateness of the disciplinary action. Progressive discipline includes a documented oral warning, an admonishment, one (1) or more written reprimand(s), a final written warning and, thereafter, termination. The Union recognizes the need for more severe initial disciplinary action in the event of major violation of established rules, regulations or policies of the RTC or its operating departments. The decision to uphold the disciplinary action will be based on the reasonableness of the discipline imposed by the supervisor in response to the actions taken or not taken by the employee.
4. All written reprimands, final written warnings, demotions and involuntary termination appeals of employees covered by this Agreement shall be handled solely in accordance with the procedure set forth in this Section, with the decision of the arbitrator being final and binding on the parties.
5. No employee who has satisfactorily completed probation may be demoted or terminated without just cause. Just cause may include, but not be limited to: inefficiency, incompetence, insubordination, moral turpitude, mental or physical disability as shown by competent medical evidence, habitual or excessive tardiness or absenteeism, abuse of sick leave or authorized leaves, withholding services as a result of a strike, and violation of established departmental work rules or procedures.
6. Upon written request of the employee to the Director of Human Resources, the employee or his/her Union representative shall have the right to review items in his/her personnel file. The employee may provide

rebuttal comments to be attached to original documents where the employee believes appropriate. Such rebuttal comments must be restricted to the document in question.

7. Although documented oral warnings and admonishments are not subject to the full disciplinary procedure, the employee will have four hours to obtain Union representation. An employee who receives a Documented Oral Warning or Admonishment may, within five (5) business days of receipt of the Oral Warning or Admonishment, submit a rebuttal in writing, which shall be attached to the warning or admonishment. Such rebuttal comments must be restricted to the specific warning or admonishment in question.
8. The RTC shall remove all Documented Oral Warnings from and employees personnel file that were issued more than 6 months from the date of the discipline, Admonishments removed that were issued more than 12 months prior to the date of the discipline, Written Reprimands that were issued more than 18 months prior to the date of the discipline, and Final Written Warnings that were issued 36 months prior to the date of the discipline, provided that no ensuing discipline occurred. Upon removal, the documented oral warning or admonishment will be sent to the employee and shall not be used or referenced in any future disciplinary proceeding, as defined herein.
9. Upon written request or authorization by an employee involved in a disciplinary hearing, the employee or his/her Union representative may obtain data that is necessary from the personnel file of the employee subject to the discipline in preparation of a grievance meeting.
10. An eligible employee who is to be issued a written reprimand or final written warning shall be given the discipline, in writing, at a meeting with management. The employee may request a Union representative to be present at the meeting. An employee shall be given at least 24 hours notice of the meeting and advised of the purpose, time, date and site of the meeting, except when an employee's continued presence in the work place is unsafe for co-workers, the public, or other RTC resources. Grievances regarding written reprimands or final written warnings shall be initiated at Step 1 of the Disciplinary Procedure within ten (10) business days from the issuance of the discipline.
11. An eligible employee who is recommended for demotion shall be given a written statement setting forth the reasons upon which the proposed demotion is based. The statement shall include an identification of the specific reasons against the employee and an explanation of the evidence. Grievances regarding demotions shall be initiated at Step 2 of

the disciplinary procedure within five (5) business days of the effective date of the demotion.

12. An eligible employee who is recommended for termination, unless the employee is in a leave without pay status or has violated his/her last chance agreement, will be placed on paid administrative leave pending the Step 1 pre-termination meeting and shall receive written notification of such recommendation. The Step 1 meeting shall take place no sooner than three (3) business days from the effective date of the proposed termination but within five (5) business days after receipt of the notification unless extended by the department head or designee in which case the employee will remain on paid leave status until the Step 1 meeting is held, unless the employee is in a leave without pay status or has violated his/her last chance agreement. An employee who grieves the termination decision of the department head as a result of the Step 1 pre-termination meeting may initiate the grievance at Step 2 within five (5) business days from the date of receipt of the Step 1 decision. In the event a termination is overturned by the arbitrator at the Step 3 hearing, the arbitrator has the ability to mitigate the final outcome to the employee by imposing a lesser penalty, as defined in the progressive discipline process, including a leave without pay provision.

## **Section 2 – Arbitration Procedures for Contract Interpretation/Discipline**

Grievances relating to the interpretation and application of the express terms of the agreement shall be initiated at step 2 of this procedure and shall be initiated within ten (10) business days of the employee's knowledge of the contract violation. The grievance shall state the violation and cite the article and section.

### Step 1 - Department Head Response

The Union, on behalf of an employee, who believes that the employee has a grievance relating to the issuance of discipline, shall reduce the grievance in writing and submit it to the employee's department head within ten (10) business days of receipt of the grievance, the department head or his/her designee, a Human Resources representative/liaison, a Union representative, and the affected employee will meet to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. If the problem is not resolved at the meeting, the department head, or his/her designee, shall have five (5) business days from the date of the meeting to respond, in writing, to the grievance. The response shall be sent by certified mail to the Union President. Copies of the response shall be sent to the Human Resources representative/liaison, the Union representative, and the affected employee.

### Step 2 - RTC General Manager Response

If the grievance is not settled at Step 1, the Union, on behalf of an employee(s), may, within five (5) business days of the receipt of the department head's decision, file an appeal of the decision with the Director of Human Resources as representative of the RTC, as defined in Article 1. Within ten (10) business days of receipt of the request for appeal, the RTC General Manager, or his/her designee, will meet with the affected employee, a Union representative, and a Human Resources Representative to try to resolve the problem. If desired, both parties may choose an additional representative who may attend the meeting. If the problem is not resolved at the meeting, the RTC General Manager or designee shall have five (5) business days to respond in writing to the grievance giving his decision. The response shall be sent by certified mail to the Union President. Copies of the response shall be sent to the affected employee and department, and the Union representative. As referenced in article 8, paragraph 4, one additional steward may attend a meeting as a steward in training.

### Step 3 - Arbitration

1. If the Step 2 decision is deemed unacceptable, the Union, on behalf of an employee, may make a written request for arbitration within five (5) business days of receipt of the Step 2 decision. In such event, the parties shall, within ten (10) business days, jointly request an arbitration panel from the American Arbitration Association (AAA). Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated in advance of the arbitration hearing date. The selection shall be accomplished by the Union first and the RTC next, each striking one (1) name from the list in turn until only one (1) name remains. A permanent panel of arbitrators may be established by the parties and may be utilized on a case-by-case basis provided both parties agree to do so in writing.
2. The arbitrator's decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed his/her authority as set forth below and as long as the arbitrator performs his/her functions in accordance with the case law regarding labor arbitration, the provisions of the U.S. Uniform Arbitration Act, and where applicable, NRS.
3. Only one (1) grievance may be decided by the arbitrator at any hearing unless it is shown that the grievance being considered is related to another grievance pending a Step 3 hearing for the same employee and for a similar infraction. It shall be the arbitrator's sole determination to consolidate the grievances into one hearing. The arbitrator shall within a reasonable period of time prior to the hearing date inform both parties of his/her decision regarding consolidation.
4. The arbitrator shall not have the authority to modify, amend, alter, ignore, add to, or subtract from any of the provisions of this Agreement. The

arbitrator is without power to issue an award inconsistent with the governing statutes and/or ordinances of the jurisdiction. The arbitrator, in the absence of expressed written agreement of the parties to this Agreement, shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance set forth in this Article. The arbitrator shall consider and decide only the particular issues presented by the Union and the RTC, and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all settlements or awards issued by the arbitrator shall be limited in retroactivity to the date of alleged violation or date of the filing of the grievance as decided by the arbitrator.

5. Subject to the provisions of Paragraph 2 of this Article, the arbitrator shall not have the authority to excuse a failure by the employee, the Union, or the RTC to comply with the time limitations set forth above unless mutually agreed by both parties.
6. If the parties disagree about the arbitrability of a grievance, the arbitrator shall decide this issue prior to hearing the merits of the case.

### **Section 3 - NERC/OOD Procedure**

Grievances on those matters for which the Nevada Equal Rights Commission or the Equal Employment Opportunity Commission (EEOC) has jurisdiction will be referred to and processed by the RTC HR Department staff. The RTC Human Resources Department will solicit assistance of an outside neutral third party to assist with investigative matters in such situations where a perceived conflict of interest may exist. The employee(s) being investigated shall have the right to Union representation commencing at this level and continuing throughout the entire procedure. If discipline results from the investigation, employees are eligible for Step 1 and Step 2 meetings and Step 3 arbitrations as defined in Section 2 of this Article. However, 1) if the department head chooses not to conduct the Step 1 meeting within the time frames, then the case will be heard at the next level; 2) if the matter proceeds to the arbitration process, then in addition to satisfying the standard requirements and qualifications for an arbitrator, the individual hearing matters covered in this Section must have training or expertise in the application and interpretation of civil rights laws. Employees of the bargaining unit retain the right to go directly to the Nevada Equal Rights Commission or the Equal Employment Opportunity Commission (EEOC) for complaints of which those offices have jurisdiction without first having to go to RTC HR.

**ARTICLE 12**  
**Certification Pay/Bilingual Pay**

**SECTION 1 – Certification Pay**

1. Upon the successful completion of probation, all permanent employees at the RTC working in the following classifications will receive certification pay provided they maintain the certification listed below:

Classification

Facilities Engineering Technician  
Traffic Communications Systems Technician  
Senior Traffic Communications Systems Technician

Certification

NV Class F & G Fire alarm/Protection  
Nevada Master Electrician Certification/License  
Nevada State Pest Control Certification/License  
EPA Freon Certification

2. The RTC General Manager or Designee will authorize certification pay for any employee provided:
  - a. The RTC requests in writing that the employee obtain the certification(s);
  - b. The employee possesses and maintains the certification(s) requested; and,
  - c. The certification(s) are not required under the minimum qualifications of the employee's position classification.
3. Certification pay shall be paid at a rate of four percent (4%) of base salary, and shall not be limited by the maximum salary designated for an employee's salary schedule. Any employee receiving certification pay for one or more of the certifications listed will only be eligible for a maximum rate of 4% of the base salary.

**SECTION 2 – Bilingual Pay**

1. Upon the recommendation of his/her Department Head and the approval of the RTC General Manager or designee, an employee will be eligible to receive Bilingual Pay provided the following conditions are met:
  - a. The employee's assigned duties require them to communicate in a second language a minimum of 15% of their time. This 15%

minimum requirements shall not apply to Customer Service Representatives in the RTC Call Center; and

- b. As a prerequisite to receiving Bilingual Pay, the employee must successfully complete the RTC's Bilingual Oral Proficiency Examination. The need for a written proficiency examination will be determined by RTC Management on a case-by-case basis. Competency testing requires fluency in English and the required foreign language or languages.
2. The parties further recognize and agree that:
    - a. Award of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally uses bilingual skills in the course of their work;
    - b. Positions in which the use of a second language is a requirement are not eligible for bilingual pay;
    - c. Bilingual testing will be scheduled by the RTC;
    - d. Bilingual premium pay shall be \$75.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. When an employee begins or ends eligibility for bilingual pay in the middle of a pay period, the stipend will be prorated. The stipend will not be included in the base pay and is not used in calculation of PERS or longevity; and
    - e. Approved bilingual pay will be subject to annual re-authorization according to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which shall not be required under the re-authorization process.
    - f. The RTC Call Center will be required to have two (2) permanent full-time employees per shift that will be eligible for bilingual premium and the shift that those employees occupy will be bid as such during the shift bid process.
  3. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Section 1 (a) and 1 (b) herein, as determined by the employee's Department Head.
  4. Nothing in this agreement shall prevent the RTC from using interpreter services where deemed appropriate. The RTC will not create classifications solely to circumvent bilingual pay, but maintains the right to create classifications that include a requirement for a second language as

operational needs or statute dictate.

### **ARTICLE 13**

#### **Personnel Layoff, Recall and Appeal Procedure**

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

The determination of the number of positions, classifications and departments to be affected by a layoff is a management right. The RTC and the Union agree that layoff and recall of personnel and appeals of these actions as they pertain to employees covered under this Agreement shall be as prescribed below.

#### **Section 1 - Layoff**

1. Temporary and probationary RTC-funded employees in the department shall be eliminated first.
2. Additional layoffs shall be done according to the inverse order of the seniority of the employees in the affected classification within the given department. Except as otherwise prohibited by law, any RTC department that has employee(s) on layoff status will not contract-out any work specifically performed by the employee(s) at the time of their lay-off so long as any of the employee(s) remains on the recall list. This provision does not apply to employees covered by 49 U.S.C. 5333(b), formerly Section 13 (c) of the Federal Transit Act, later codified.
3. Seniority will be based on continuous service with the RTC: 1) In the affected classification; or, 2) classification in the same series at a higher salary grade in the event an employee has been reduced in grade in accordance with this Article. Creditable service for seniority must be in a permanent or permanent-intermittent position with the RTC.

NOTE: Changes in classification due to a classification and compensation study did not and will not affect any employee's seniority date. In the event of a layoff, those employees occupying positions that had a title change due to class and comp whose job duties remained the same will have a right to bump back into the previously held position based on their original date of hire into the previously held position.

4. To provide for the continued operation of the RTC, each Assistant General Manager may exempt 8% of the total number of positions authorized in the current budget of the RTC regardless of seniority. In the event that the 8% does not equal an exact number of employees, the fraction shall be rounded off to the next higher whole number.

Any exemption that is necessary because of any affirmative action program or laws pertaining to equal employment opportunity shall not be deemed a part of the above 8% but shall be in addition thereto.

The RTC Assistant General Manager electing to exempt employees from layoff in accordance with Article 13, Section 1 paragraph (4), shall provide the Layoff Review Committee, the union, and the Director of Human Resources with a complete list of exemptions 15 calendar days prior to the notification of those employees to be laid off.

The RTC Director of Human Resources shall update the list of exemptions whenever the RTC determines layoffs are required within a department.

5. As a result of the application of this layoff procedure, the RTC shall attempt to find a vacant position for any eligible employee scheduled to be laid off by evaluating the reassignment, transfer, reduction in grade, or any combination thereof for the employee. The employee must meet the minimum qualifications and/or specific skill sets of any position being considered.
6. All permanent status personnel who are affected by layoff shall have the right to elect a reduction in grade to a lower classification: 1) within the same classification series; or, 2) in a classification in the same department that the employee has completed a probationary/qualifying period, provided that the classification still exists, the department has a vacant position and the department head determines the employee meets the minimum qualifications and abilities (i.e., license, physical fitness, job skills, etc.) of the position. A vacant position need not exist if an employee exercises his/her bumping rights within the same classification series.
7. No employee will have the right to bump to a position in another department or to bump a position of a higher salary grade than he/she currently fills. A permanent employee to be laid off may bump a temporary or probationary employee of the same classification in the department if the employee voluntarily agrees to commute or relocate at no expense to the RTC.
8. An employee reduced in grade may have his/her salary reduced and in no event shall exceed the maximum for the class, but shall not have his/her anniversary date adjusted.
9. The assignment of an employee to a position within a classification will be at the discretion of the department head.
10. Separation due to layoff shall require the giving of at least two (2) weeks notice to the employee, or payment in lieu of notice, of an equivalent

amount of the employee's base salary by the RTC.

11. No permanent employee initially hired into and serving in a grant-funded position or a term position may initiate a bump into an unlimited RTC-funded position unless he/she is displaced by someone who has bumped him/her. Employees electing to bump into grant-funded positions or term positions have no property right to the position or RTC service if the funding ceases or the position ends.

## **Section 2 - Recall**

1. Any permanent status employee reduced in grade or laid off under this Article shall, based on seniority, have his/her name placed on a RTC recall list(s) for a period of two (2) years. The recall list will be established and maintained by the Director of Human Resources and will be available to any employee on the recall list upon their written request to the RTC Director of Human Resources. When employees are eligible to be recalled to RTC employment, those 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 for work within two (2) weeks of acceptance of the offer.
2. When positions become available in a class, personnel who have been laid off or reduced in grade in that class shall be recalled in inverse order of layoff provided the employee meets the minimum qualifications for that position. The order of recall shall be:
  - a. Employees who are reduced in grade based on the same criteria in Section 1, Paragraph 2.
  - b. Former (laid off) employees who held a position in the same class based on the same criteria in Section 1, Paragraph 2.
  - c. Former employees who held a position in the same series.

If there are no applicants 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 list(s) shall be placed on the new respective list(s).

3. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service.

### **Section 3 - Appeal**

1. The RTC and the Union shall each appoint two (2) permanent status employees to serve on the standing Layoff Review Committee. These representatives shall select a permanent status RTC employee as the fifth member who shall serve as the Chairperson.

A majority vote of the Committee will be necessary to uphold an appeal. The Committee shall develop a procedure for the layoff review process prior to conducting any review.

2. Any appeal of the application of the procedure must be signed by the employee and Union and submitted to the affected department head within five (5) working days of the receipt of notice of layoff or the alleged violation of the recall procedures. A copy of the appeal must be sent to the Director of Human Resources. The Director of Human Resources will schedule an informal meeting before the Layoff Review Committee within five (5) working days. This Committee will hear all appeals affecting layoffs and recalls to determine whether the procedure was appropriately followed. The decision of the Layoff Review Committee will be final and will not be reviewed by an arbitrator, unless a decision of the Layoff Review Committee is alleged to have violated a specific, existing contractual provision.

### **ARTICLE 14 Basic Workweek**

1. The official workweek is comprised of seven (7) workdays which begins on each Saturday at 12:01 a.m. and shall end at midnight of the following Friday.
2. Employees working a 5-day, 40-hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official workweek, and shall receive two (2) consecutive "24-hour periods off". Permanent work schedule adjustments shall be exempt from this provision when the work schedule adjustment is more than six (6) months after any previous permanent work schedule adjustment.
3. Employees working a 4-day, 40-hour week (designated 4/40) shall work ten (10) hours per shift for four (4) shifts within the official workweek, and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive. Permanent work schedule adjustments shall be exempt from this provision when the work schedule adjustment is more than six (6) months after any previous permanent work schedule adjustment.

4. The hours between the end of an employee's last regularly scheduled shift and the beginning of an employee's first regularly scheduled shift following his/her scheduled 24-hour periods off shall be considered his/her weekend.
5. Employees shall be granted one (1) 15-minute work break for each period encompassing four (4) hours of work during the course of their shifts. Such breaks shall not be scheduled by the supervisor within one (1) hour of the employee's starting time, quitting time, or meal breaks.
6. Meal breaks are neither time worked nor time on pay status unless an employee is required by the RTC to remain on the job at a work station or the employee is interrupted by his/her supervisor to perform substantial duties during such period. An employee who remains at a work station during his/her meal break, but is not required to do so by the RTC, shall not be compensated for the meal break. In the event an employee is required to work four (4) hours or more beyond the end of their scheduled shift, that employee shall be granted an additional meal break.
7. Subject to the provisions of NRS 288.150 (4), nothing herein shall be construed to limit the authority of the RTC to make temporary assignments to different or additional locations, shifts or work duties for the purpose of meeting emergencies.
8. No permanent employee shall be assigned to a regular schedule that requires him/her to work more than two (2) different shifts in a 40-hour workweek.
9. Employees of the RTC will be allowed to work a 4-10 hour work week schedule contingent upon operational needs of the department/agency as designated by the table at the end of this Article.
10. Where operationally feasible, employees may choose to voluntarily work a 4-9 hour work week schedule for no less than six (6) months at a time. In the event an employee chooses to go back to a full time schedule at the end of the six (6) month period, the employee may have to work any available work schedule until the next shift bid. The employee will be required to sign an agreement identifying the reduction in salary and benefits, including, but not limited to, accrued balances, increased to employee portion of health insurance premiums, and PERS (Public Employees Retirement System) creditable service hours. The RTC reserves the right to determine what salary and benefit reductions are appropriate in conjunction with a 4/9 hour work week agreement, and shall have the employee sign an agreement acknowledging these salary and benefit reductions. The hours to be worked by an employee in a 4/9 hour

work week schedule are non-negotiable, shall be determined by the supervisor, and will be included in the written 4/9's agreement.

### RTC WORK AREAS / OPERATION SCHEDULES

<b>Work Area</b>	<b>Business Hours</b>	<b>Work Schedule Options:</b>
RTC Administration Building	Monday - Thursday, 7a.m. – 6 p.m. Closed Fridays	<b>4/10s (40 hours/week):</b>
FAST	7 days/ week	<b>4/10s (40 hours/week):</b> 60% minimum  <b>5/8s (40 hours/week):</b> 40% maximum  All shift hours to be determined by supervisor and posted for bid.
Vault	<u>[7 days/ week]</u> Monday - Friday	<b>4/10s (40 hours/ week):</b> (1/2 hour lunch)  All shift hours to be determined by supervisor and posted for bid.
Technical Equipment Shops	7 days/ week 24 Hours a Day	<b>4/10s (40 hours/ week):</b>  All shift hours to be determined by supervisor and posted for bid.
Customer Service	7 days/ week	<b>4/10s (40/ hours/week):</b> 60 % minimum  <b>5/8s (40 hours/week):</b> 40 % maximum  All shift hours to be determined by supervisor and posted for bid.
Transit Quality Assurance	7 days/ week	<b>4/10s (40/ hours/week):</b>  All shift hours to be determined by supervisor and posted for bid.
Certification	Monday - Friday	<b>5/8s (40/ HOURS/WEEK):</b>

1 Hour or ½ hour lunch available to all RTC staff based on mutual agreement with supervisors to ensure proper coverage is attained during work/operational hours.

**ARTICLE 15**  
**Compensation**

1. Effective February 16, 2013 and continuing through June 30, 2013, the salary plan in effect will be increased by three (3%). Appendix B reflects these changes.
2. Effective July 1, 2013 and continuing through June 30, 2014, the salary plan in effect from February 16, 2013 through June 30, 2013, reflected in Appendix B covering employees listed in Appendix A will be increased by three percent (3%).
3. Effective July 1, 2014 and continuing through June 30, 2015, in the event sales tax does not decrease by 7% or more the salary plan in effect from July 1, 2013 through June 30, 2014, will be increased by three percent (3%). If sales tax decreases by 7% or more RTC management reserves the right to reopen this provision only.

**ARTICLE 16**  
**Initial Appointment, Rehire, Promotion, Transfer and Demotion**

1. Initial appointment to positions shall be made at the entrance rate for the class except as approved by the RTC General Manager or designee.
  - a. Upon initial appointment to the RTC position, an employee shall serve a probationary period. The probationary period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked as determined by the department head. The department head may extend the probationary period in intervals of 520 hours. An employee's probation may not be extended more than twice. The RTC will advise the union when employees' probationary periods are completed and/or if the probationary period has been extended.
2. The total number of employees of a department and the total number of employees of each classification within any department shall be determined by the budgetary process. The initial classification of positions shall be as contained in the current RTC classification list along with any subsequent amendments thereto.
3. When a former employee is rehired after a break in service of no more than one (1) year from the date of separation, to a position in the same class held at the time of separation, he/she may be paid at, or below, the same hourly rate, including across the board schedule adjustments provided by this Agreement, he/she held at the time of separation.

4. When an employee is promoted, he/she shall be entitled to a four percent (4%) salary increase or the minimum rate of the salary schedule to which the employee is promoted, whichever is greater.
  - a. A promoted employee shall serve a qualifying period. The qualifying period will normally be 1,040 hours worked but may not be less than 520 hours worked nor longer than 2,080 hours worked as determined by the department head. At the conclusion of the qualifying period, the employee shall be given a performance evaluation. Based on the evaluation, the employee will either be accepted or rejected for the position. If management anticipates that an employee may not successfully complete their qualifying period, management must do an interim evaluation with specific goals between 520 hours and 1040 hours. If rejected, every effort will be made to place the employee in his/her previous or another RTC position for which he/she qualifies. If such a placement is not possible and termination of his/her employment is recommended, the employee will be given at least three (3) weeks notice of his/her termination. The employee retains the right of appeal under the terms of Article 11 of this Agreement.
  - b. When an employee is promoted, he/she shall retain the right, during the first 15 shifts worked of the qualifying period, to voluntarily demote to his/her previously held position. The employee shall have his/her salary reduced to the hourly rate, including across the board schedule adjustments provided by this Agreement, held prior to being placed on the qualifying period.
5. When an employee transfers to a position in another department, he/she shall be entitled to the same hourly rate held at the time of the transfer. A voluntary transfer may result in the transferring employee serving a new qualifying period and upon completion, the employee may receive a salary increase as provided for in Article 21 of this Agreement provided the employee is not at the top of the schedule for the class and the performance evaluation report so justifies.
6. When an employee is demoted, his/her salary will not exceed the top of the new salary schedule unless the demotion was a result of a reclassification. Demotions, except for reclassifications, initiate a new anniversary date. Employees failing a qualifying period and demoted shall have their salary reduced to the hourly rate, including across the board schedule adjustments provided by this Agreement, held prior to being placed on the qualifying period.
7. For the purpose of this Article "hours worked" shall be defined as any paid straight time hours.

8. Employees who elect to resign from the RTC and are in pay status shall be afforded the opportunity to rescind such resignations within three (3) business days and be placed into their original position without loss of pay or benefits, and their seniority and anniversary date shall not be affected.

## **ARTICLE 17**

### **Posting of Vacancies**

1. The Union acknowledges that the RTC has the exclusive right to fill vacancies and make reassignments in accordance with the RTC Merit Personnel System as revised and adopted by the RTC Board of Commissioners. The methods used to classify employees in the bargaining unit shall be established in the RTC Merit Personnel System.
2. When a new position is created or an existing position becomes vacant in a classification in the bargaining unit, the Director of Human Resources, after consulting with the appointing authority, shall determine, in accordance with the RTC Merit Personnel System, how the vacancy is to be filled. If a permanent position vacancy is created within a classification represented by the bargaining unit, and there is no current eligibility list, the RTC will post a job announcement using the agreed upon standardized format of posting for at least seven (7) calendar days if a departmental recruitment or 14 calendar days if an RTC or open recruitment to accept applications, except when such vacancies are to be temporarily filled on an emergency basis. Departmental and RTC promotional job announcements shall include a statement as to the subject areas that will be assessed in the interview. Copies of all job announcements shall be mailed to the Union and posted in areas readily available to employees.
3. The RTC shall encourage promotion within the competitive service on the basis of ability and efficiency, and the equality of opportunity for all qualified employees to vie for promotions in the competitive service. Therefore, when conducting departmental or RTC promotional recruitments, qualified employees meeting the established criteria shall be given the first consideration for promotion by being interviewed for the position before the RTC fills such vacancy. If two (2) or more employees have similar job related knowledge, skills and abilities (KSA's) and demonstrated performance records (DPR's), the employee with the greatest class seniority shall be given first consideration. The RTC agrees to certify to a department to be interviewed on all open recruitments the top ranking RTC employee from the appropriate open recruitment eligibility list if no RTC employees would otherwise be certified. The Union shall be notified of the establishment of eligibility lists, which will include the duration of such list, as well as the classifications for which the list is

compiled. An open recruitment shall be defined as an examination process which has the potential of resulting in an eligibility list containing names of RTC employees and applicants from outside RTC employment.

4. The decision to fill permanent full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable. A vacancy filled by a demotion, transfer, management reassignment, rehire, or recall in a position that is equal to or less than the employee's previous position does not require posting.
5. Candidates on an existing eligibility list that have been appointed to a grant funded position shall remain on the eligibility list for consideration for appointment to a permanent position.
6. The Union will be furnished a copy of all job announcements; promotional announcements; monthly reports of vacancies; and if the position is within the bargaining unit, the name of the person filling the vacancy, the position filled, and the type of list from which the person filling the vacancy is selected.

## **ARTICLE 18**

### **Overtime, Call Back, and Standby Pay**

1. Overtime Pay – An employee working a 5/40 week, as defined in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for hours worked in excess of eight (8) per shift or 40 in an official workweek. An employee working a 4/40 week, as defined in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for hours worked in excess of ten (10) per shift or 40 in an official workweek. An employee working some other established work schedule as provided in Article 14, and required and authorized in writing to work overtime, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for hours worked in excess of nine (9) per shift of 40 hours in an official workweek. An employee's regularly scheduled shift shall not be changed to accommodate overtime pay unless mutually agreed upon in writing by the employee, the supervisor and the Director of Human Resources or designee for the benefit of the RTC prior to the overtime shift change.
2. Scheduled Overtime Pay – An employee required to return to his/her work site for duty at any time other than during his/her scheduled weekend, as defined in Article 14, with at least 12 hours' notice, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for hours worked outside of his/her scheduled shift.

3. Scheduled Weekend Overtime Pay – An employee required to return to his/her work site for duty during his/her scheduled weekend, as defined in Article 14, with at least 12 hours' notice, shall be compensated at an overtime pay rate of time and one-half (1 1/2) for all hours worked or shall be compensated for a minimum of three (3) hours at time and one-half (1 1/2) (4 1/2 hours pay), whichever is greater.
4. Overtime Pay for Holidays Worked – If an employee is required to work on a holiday, compensation shall be made as stipulated in Article 22 of this Agreement.
5. Call Back Pay – When required, the department head or designee may call back to duty one or more employees. Call back pay is defined as compensation earned for returning to his/her work site for duty after the employee has completed his/her shift, departed from the work site and is off duty for a period of time and is requested to return to his/her work site with less than 12 hours' notice. When an employee is called back, the employee shall receive overtime pay for all hours worked on call back or shall be compensated for a minimum of three (3) hours at time and one-half (1 1/2) (4 1/2 hours pay), whichever is greater. Call back pay shall only be paid for hours worked outside an employee's shift. An employee's regularly scheduled shift shall not be changed to accommodate a call back.
6. Overtime Pay/Compensatory Time Pay and Accruals – Overtime pay provided in this Article is at the rate of time and one-half (1 1/2) and shall be made in compensatory time off or overtime cash payment at the discretion of the employee and approval of the department head based on financial or operational needs. Compensatory time must be used before annual leave. Any compensatory time remaining on the books as of any salary adjustment due to promotion, demotion, probation/qualifying end, and annual merit increases, will be cashed out and paid at the employee's previous pay rate, during the pay period in which the salary adjustment occurs. All requests to use compensatory time must be approved at least 24 hours in advance of the time off in accordance with department policy, except in cases of emergency as determined by the department head or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1. Compensatory leave will be rounded to the nearest quarter (1/4) hour when being used by the employee.
  - a. Employees may not work overtime without one approval of their supervisor. All overtime must be approved in writing (online leave system) or email approval sent by the employee's supervisor before the overtime is worked and must indicate whether payment is to be made in cash or in compensatory time. Employee's working at a

remote assignment may be given the written overtime approval at the beginning of the employee's next shift after verbal approval by their supervisor before the overtime is worked.

7. Standby Time Pay – Due to staff limitations, it may be necessary for a department head or designee to issue written assignments to employees to be on standby, to handle overtime work which may arise during other than normal working hours. Standby is defined as time in which an employee is required by the department head or designee to remain at his/her residence or required to carry an electronic pager and be within 30 minutes response capability so that he/she may immediately respond to any calls received. An employee will be compensated for standby time at the rate of one-fourth (1/4) hour pay at his/her regular hourly rate for each one (1) hour period of standby time. Employees on standby called to perform work will be compensated for actual hours worked in accordance with Section 1 of this Article and shall not be subject to the provisions of Section 5.
8. Overtime and standby pay will be added to the payroll for the period during which work is performed and will not be paid for overtime work of less than 15 minutes per day.
9. Overtime and standby pay shall not be paid more than once for the same hours worked.
10. Overtime and standby pay will be paid out to the nearest quarter (1/4) hour.
11. For purposes of this Article, accumulated standby time will not qualify for premium or overtime pay.
12. All employees covered under this Agreement shall be entitled to overtime pay or compensatory time.
13. If a department requires overtime it shall create a voluntary overtime list, based on classification. Mandatory overtime shall be enacted after the voluntary overtime list is utilized. Employees may be mandated to work overtime, in lieu of, the voluntary overtime list based on specific knowledge, skills and abilities that may be required for the overtime assignment at the department head's discretion. The procedures for implementation and development of voluntary overtime shall be developed under the provisions set forward in Article 10, labor/management and safety committee. Management shall be reasonable and fair in determining excused reasons for employees unable to work mandatory overtime. Employees shall not be disciplined for excused reasons for not working mandatory overtime. Employees may refuse mandatory overtime

provided it is of an emergent nature as determined by the department head or designee.

## **ARTICLE 19 Shift Differential**

1. Shift differential is defined as the premium authorized to be paid to an employee above his/her regular straight time hourly rate of pay for working a regularly scheduled shift other than a day shift. A regularly scheduled shift is a shift created by the department that is the same schedule for at least a month. A day shift is defined as any regularly scheduled work shift that begins no earlier than 5:00 a.m., or ends no later than 7:00 p.m. A shift must have 4 or more hours from 7:00 p.m. to 5:00 a.m. to be paid shift differential pay for the entire shift. If the shift does not meet the above criteria, none of the shift will be paid for shift differential. The amount of shift differential shall be computed as five and one-half percent (5 1/2%) of base salary for the shift differential. Shift differential will be paid on annual leave and holidays but shall not be paid for sick leave hours or on buy out at the time of separation from the RTC.
2. No overtime hours will be paid shift differential pay unless an employee covers an entire established shift eligible for shift differential pay from start to finish. If an employee covers an entire established shift they will receive the same shift differential pay as the employee they are covering.
3. Shift differential shall not be paid for standby hours.

## **ARTICLE 20 Acting Pay**

To be eligible for acting pay, a permanent status employee must be directed in writing and pre-approved by an Assistant General Manager. The employee must agree to accept all the duties and responsibilities of a classification of a higher salary. The employee shall receive acting pay from the effective date assigned in the pre-approval letter. The acting employee shall be paid at a rate of four percent (4%) above his/her regular hourly rate or the minimum rate of the classification in which the employee is working, whichever is greater, for the entire period he/she performs such duties. In addition, the employee has the right to refuse the acting position.

## **ARTICLE 21 Merit Adjustment**

1. Employees will be eligible for consideration for a merit adjustment within their salary ranges upon:

- a. Successful completion of a probationary period for probationary employees or successful completion of a qualifying period for promoted permanent employees. Employees successfully completing their probationary period shall be eligible to receive a three percent (3%) merit adjustment; and
  - b. Each anniversary date of his/her employment in such class annually thereafter until the top of the salary range is reached in that class. The anniversary date is normally considered to be that date an employee commences work in that classification to which he/she has been most recently appointed. In the event of an early merit adjustment, the employee's anniversary date will be changed to the effective date of the salary adjustment.
2. For the purpose of determining eligibility for annual merit adjustments, employees shall meet expected performance standards as described in Section 3. Upon meeting such requirements, employees shall then be eligible for a merit adjustment.

Employees shall receive their annual merit adjustment unless the RTC can show reason for denial of the merit adjustment through a documented performance evaluation. In addition, such reason shall include a suspension for substance abuse. An employee must receive an interim evaluation if they are to be denied a merit adjustment.

An employee shall be informed in writing of the specific reason(s) for the denial of a merit adjustment. In the event an employee has not been advised that he/she is to be denied a merit adjustment within forty-five days from the date he/she is eligible for such adjustment, that employee shall automatically receive an adjustment retroactive to his/her respective review date.

If management believes an employee's performance is non-proficient in two (2) or more Performance factors, he/she will receive written notification with supporting documentation in order to allow the employee an opportunity to improve their performance. This evaluation shall take place at least four (4) months prior to the employee's anniversary date.

3. Employees shall receive merit adjustments based on the following prescribed levels of performance:
  - a. Proficient (P): Performance Meets Standards. Receives a (3%) Three percent merit adjustment.
  - b. Non-Proficient (NP): Performance Fails to Meet Standards. Receives a zero (0%) percent merit adjustment.

4. Employees will get no merit adjustment for any discipline of a written reprimand or greater during the year leading to their anniversary date or if they get two (2) non-proficient (NP) ratings in their annual performance evaluation. In the event an eligible employee receives no merit adjustment, the employee shall be entitled to complete an objection form, which will be filed with the Director of Human Resources. The employee must complete the objection form including an explanation and reasons why the employee should be eligible for a merit adjustment within fifteen (15) days of receiving their performance evaluation. Each employee who chooses to complete an objection form has the option to request that the objection be filed in their permanent record or that the objection form be forwarded for review and possible action by the Director of Human Resources who will notify the employee of his/her decision within fifteen (15) business days. In the event that an employee receives no merit increase due to discipline, discipline of a written reprimand or greater, there is no appeal/objection.
5. The following shall not be considered as breaks in creditable service necessary to qualify for merit adjustments.
  - a. Authorized military leave, provided that the person is reinstated within 90 calendar days following other than dishonorable or bad conduct discharge from military service;
  - b. Authorized educational leave;
  - c. Time during which employee is receiving compensation from the RTC for an injury or disease arising out of and in the course of his/her employment;
  - d. Authorized leaves of absence without pay of 21 consecutive calendar days or less within any calendar year;
  - e. Authorized leaves of absence with pay;
  - f. Periods of qualifying service which immediately precede a layoff or authorized leave of absence; and
  - g. Authorized Union leave.
6. When a merit adjustment is delayed solely through administrative delay or clerical error or is miscalculated in error, the proper adjustment shall be made effective retroactive to the date it was due.
7. An employee's merit adjustment will be effective the first day of the pay

period during which the review date occurs.

**Rewards and Incentives Not Included in the Base Salary:**

1. The RTC and Union agree to explore the development and implementation of new Rewards and Incentives Programs, and improve existing Programs, for implemented suggestions and accomplishments by individuals and/or teams for measured cost savings, and improved quality and customer service. Such rewards may be monetary or non-monetary.
2. The program may include, but is not limited to, the following rewards:
  - a. Bonuses and/or benefits for team and/or individual accomplishments;
  - b. Implemented suggestions resulting in cost savings;
  - c. Certificates of appreciation and/or accomplishments;
  - d. Additional compensation for career accomplishments; and
  - e. Reimbursements as an educational incentive.

**ARTICLE 22  
Holidays**

1. For the purposes of this Article, "Holiday Pay" shall be defined as a premium paid to eligible employees for time not worked for the following holidays:

January 1 (New Years Day)  
Third Monday in January (Martin Luther King, Jr's Birthday)  
Third Monday in February (Washington's Birthday)  
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 following the fourth Thursday in November (Family Day)  
December 25 (Christmas Day)  
Employee's Birthday  
Any day the RTC is required by state law to close for a legal holiday.

The pay for each holiday shall be equal to the employee's work shift (eight (8), nine (9) or ten (10) hours) at the employee's regular straight-time

hourly rate.

**Employees Working A Schedule Of Monday - Thursday**

Holidays shall be observed on the days specified in this Section except when a holiday falls on a Friday, Saturday or a Sunday. For a holiday falling on a Friday or Saturday, employees will receive Holiday Bank hours, depending on his/her shift schedule. When it falls on a Sunday it will be observed the day after on Monday.

**Employees Working A Schedule Other Than Monday – Thursday**

Holidays shall be observed on the days specified in this Section.

2. The Birthday Holiday is earned on the employee's birthday. The Birthday Holiday shall be taken off on an employee's birthday or during the year following his/her birthday. Employees are not entitled to accumulate Birthday Holidays from year to year. Birthday holiday will be rounded to the nearest quarter (1/4) hour when being used by the employee.
3. If an employee is scheduled but not required to work the day he/she is to observe a holiday, the employee shall be paid for the holiday as prescribed in Section 1 of this Article. If an employee is required to work on the day he/she is to observe a holiday, the employee shall receive payment at the rate of time and one-half (1 ½) for all hours worked between the hours of 12:01 a.m. and 12:00 midnight in addition to eight (8), nine (9) or ten (10) hours holiday pay at the employee's regular straight-time hourly rate of pay, depending on his/her work shift schedule. In those instances where an employee's regularly scheduled shift crosses midnight and the majority of the shift worked falls on a holiday, payment at the rate of one and one-half (1 ½) will be paid for all hours worked in the shift including those hours of the shift that fall outside the actual holiday worked. At no time will this result in overtime for working the holiday in excess of one (1) shift for that holiday.
4. When a holiday falls during the employee's weekend, the employee shall accrue leave in a holiday leave bank depending on his/her permanent work schedule of eight (8), nine (9) or ten (10) hours, for use before the following June 30th. On July 1st all unused holiday leave for the preceding year will be forfeited except for Memorial Day. All holiday leave requests must be approved at least 24 hours in advance of the leave. Holiday bank used will be rounded to the nearest quarter (1/4) hour when being used by the employee.
5. Except as provided below, an employee is eligible for holiday pay if he/she is in pay status for the entire shift prior to and the next shift following the day he/she is to observe a holiday. If an employee calls in sick a day he/she is to observe a holiday, he/she will not be eligible for holiday pay.

If an employee leaves work for a sick leave reason, the employee shall be charged sick leave for the remainder of his/her shift and holiday pay shall be prorated based on the length of time actually worked.

6. Overtime payment provided in this Article at the rate of time and one-half (1 1/2) shall be made in compensatory time off or cash payment upon the request of the employee and approval of the department head. It is understood that a department head's approval will not be unreasonably withheld recognizing, however, the financial constraints of cash payment. Overtime payment will be paid out to the nearest quarter (1/4) hour.

**ARTICLE 23**  
**Vacation**

1. Accrual of Vacation Leave
  - a. Eligible employees hired or rehired and working on a full-time permanent basis shall earn vacation leave based on months of service at the following rates for each pay period:

<u>MONTHS SERVICE</u>	<u>HOURS PER PAY PERIOD ACCRUED</u>
0-24	3.08
25-96	4.62
97-180	5.54
181 and over	6.15

- b. Vacation leave may not be accumulated to exceed 30 calendar days, or the current maximum number of hours permitted as defined by NRS 284.350 at the beginning of any calendar year. Prior to the end of the calendar year, employees with more than 30 calendar days, or the current maximum number of hours permitted as defined by NRS 284.350 of leave will be given the option of placing the hours above 30 calendar days, or the current maximum number of hours permitted as defined by NRS 284.350 in the catastrophic leave bank in accordance with Article 24, Sick Leave, Section 3, Catastrophic Leave Program; or sell - back vacation leave subject to the conditions outlined in Section 4 (b) herein, or lose the leave. If an employee does not exercise any of the options, then the excess hours will automatically be placed in the catastrophic leave bank.
2. Vacation Eligibility: An employee is not entitled to take accumulated vacation leave or payment until he/she has successfully completed six (6) months of employment with the RTC and his/her probationary period.

3. **Vacation Leave Use:** The purpose of vacation benefits is to allow each employee time away from his/her job for rest, recreation, and the pursuit of non-employment objectives. The time when vacation leave shall be taken will be determined by the department head or designee after considering department operational needs and the seniority and wishes of the employees. Vacation leave requests must be approved at least one (1) day in advance of the leave in accordance with department policy, except in cases of emergency as determined by the department head or designee. An emergency shall not include absences for which sick leave is to be used as defined in Article 24, Section 1. Vacation requests for one (1) shift or less may be granted without the 24-hour notification requirement referred to in this Section. Once a request for vacation leave is submitted to the Department Head or designee, every effort will be made to approve or deny the request in a timely manner. Vacation leave will be rounded to the nearest quarter (1/4) hour when being used by the employee.
4. **Payment for Vacation Leave:**
  - a. Except as provided in Article 23, Section 2, upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day worked. If this is earlier than the last day of the pay period, the vacation 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.
  - b. Any employee with a minimum accumulated vacation leave balance of 140 hours as of November 30 of the calendar year is eligible in November of each year to submit a written request to the Director of Human Resources to be paid for up to 100 hours of vacation leave. Payment will be paid in December of that year and taxed at the current supplemental tax rate.
5. **Death of an Employee:** Upon the death of a person in the employ of the RTC a lump sum payment for vacation time accrued to his/her credit will be made to the employee's beneficiaries or estate.
6. Vacation leave shall not accrue to employees classified as temporary or part-time hourly.
7. Vacation leave shall be considered only to be time off with pay. Payment for time accrued in lieu of vacation leave will not be allowed except as provided in Sections 4 and 5 immediately above.

## **ARTICLE 24 Sick Leave**

### **Section 1 - Use of Sick Leave**

1. Paid sick leave must 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 and to attend the funeral of a member of the employee's immediate family. Immediate family shall be defined as the employee's spouse, mother, father, brother, sister, child, foster child, stepchild, grandchild, and grandparent, or any in-law of the employee's bearing any of the previously specified relationships.
  - 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 treatment or examination.
  - f. Need to absent themselves from work for the purposes of traveling out of town for medical treatment or examination for themselves or an immediate family member as defined in item c above. For the purposes of this Article, out of town shall be defined as 75 miles or more from the employee's legal place of residence.
  - g. Need to be absent when incapacitated to perform job duties because of pregnancy or childbirth.
  - h. 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 RTC 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 prior to the scheduled start of their shift as required by Article 35 and their departmental work rules.
- b. Employees shall submit a sick leave request 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 appointment.
- c. Sick leave requests shall be submitted to the employees' department head or other designated authority for approval.
- d. Sick leave will be rounded to the nearest quarter (1/4) hour when being used by the employee.
- e. 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, at a medical facility, at a doctor's office, traveling to a medical facility or a doctor's office, or shall notify their department head or designee of their whereabouts. The RTC 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.
- f. Once all sick leave has been exhausted, an employee may request the use of compensatory time, holiday bank leave, birthday holiday leave, annual leave and leave without pay be granted in that order if not specified by the employee, in lieu of sick leave. Vacation leave shall be approved in accordance with department policy and the approval provisions of Article 23. The use of compensatory time shall be approved in accordance with department policy and the approval provisions of Article 18. Leave without pay shall be approved in accordance with department policy and the approval provisions of Article 25. The practice of advancing sick leave shall not be permitted.
- g. A certificate of illness and release to return to duty from a state licensed health care provider in an appropriate discipline may be

required at the time of an employee's return to work when he or she has been absent for three (3) consecutive scheduled work shifts or more; or whenever 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 problem.

- h. 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 from a state licensed health care provider in an appropriate discipline.
- i. Any medical reports or examinations that the RTC requires of the employee beyond those normally provided to the employee by the employee's usual medical provider shall be paid for by the RTC.

## **Section 2 - Sick Leave Accrual and Payment – FLSA Non-Exempt Staff**

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. Employees who have been employed by the RTC for ten (10) cumulative years of service or longer will receive an additional 0.92 hours of sick leave per 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. Paid sick leave shall be counted as time worked for the purpose of computing overtime.
4. If a permanent employee separates from the service of the RTC after three (3) consecutive years of employment, the employee shall receive payment for one-half (1/2) of his/her sick leave accumulation. An employee's sick leave payoff upon separation shall increase above 50% at the rate of one and one-half percent (1 1/2%) for each additional year of consecutive service above ten (10) through 20 years of service. An employee's sick leave payoff upon separation shall increase above 65% at the rate of three and one-half percent (3 1/2%) for each additional year of consecutive service above 20 up to a maximum of 100% at 30 years of service. Payment for unused sick leave will be at the employee's base hourly rate on the last day worked prior to separation.

## **Section 3 – Perfect Attendance Leave (PAL) – FLSA Non-Exempt Staff Only**

1. Any employee who achieves perfect attendance over a one year period

- from July 1 to June 30 shall be entitled to two (2) bonus shifts of accrued leave, to be given to the employee from the General Managers Incentive Time Bank. Perfect attendance leave shall be used during the subsequent twelve (12) months and has no cash value.
2. "Perfect Attendance" shall mean that the employee has not utilized any of the following types of leaves from July 1 to June 30:
    - a. Sick Leave
    - b. Emergency Leave (Provided that use of Bereavement leave, although taken on an emergency leave basis, shall not be a disqualification under this section)
    - c. Tardy
    - d. Leave Without Pay
    - e. Suspension – In accordance with Article 36 (Substance Abuse) only.
  3. Employees who are issued any discipline from July 1 to June 30 are not eligible for perfect attendance leave.

#### **Section 4 – Sick Leave and Short Term Disability – FLSA Exempt Staff**

1. FLSA Exempt employees do not accrue sick leave. They may be absent for up to a maximum of five (5) consecutive shifts without loss of pay.
2. Effective February 16, 2013, any FLSA Non-Exempt staff promoted into an FLSA Exempt classification shall have their sick leave adjusted and frozen at the amount of sick leave allowed for by the agreed upon calculation in this agreement. In addition, the employee's existing rate of pay prior to the promotion will be used in this calculation. The employee will be cashed out their sick leave bank time benefit upon the employee's separation from the RTC.

Employee Has:

11.60 Years of Service  
Sick Leave Balance: 443.54 Hours  
Existing Pay Rate before Promotion: \$33.33 Hour  
SEIU/RTC Sick Leave Calculation Rate: 51.50%  
Balance of Sick Leave after Calculation: 228.42  
Amount of Money to be Added to Employee Cash Out Upon Separation is: \$7,613.24.

3. Staff that are in an FLSA Exempt classification as of February 16, 2013, shall have their sick leave adjusted and frozen at the amount of sick leave allowed for by the agreed upon calculation in this agreement. In addition, the employee's existing rate of pay as of February 15, 2013 will be used in this calculation. The employee will be cashed out their sick leave bank time benefit upon the employee's separation from the RTC.

Employee Has:

16.32 Years of Service  
Sick Leave Balance: 988.92 Hours  
Existing Pay Rate: \$43.86 Hour  
SEIU/RTC Sick Leave Calculation Rate: 59.00%  
Balance of Sick Leave after Calculation: 583.46  
Amount of Money to be Added to Employee Cash Out Upon Separation is: \$25,590.56.

4. A short term disability (STD) policy is provided by the RTC to FLSA Exempt staff at no cost to the employee. STD provides an employee with the following payment schedule for a maximum of six (6) months:

6 – 60 Days = Employee Paid at 100% of Base Salary  
61 – 180 Days = Employee Paid at 80% of Base Salary

5. To be considered for STD benefits, FLSA Exempt employees who are absent from work for six (6) calendar days due to illness or injury must submit a certificate of illness from a state licensed health care provider in an appropriate discipline to the RTC's Director of Human Resources that includes the following information:
  - a. Confirmation that the employee is under the care of a state licensed health care provider.
  - b. Diagnosis and nature of care being provided.
  - c. Date of onset of illness or injury.
  - d. Dates that employee was seen for the current condition.
  - e. Whether or not the employee is totally disabled and incapable of work.
  - f. Expected date of return to work, if known.

Periodic updates from the state licensed health care provider may be required.

6. The decision as to whether STD benefits will be granted is within the sole

discretion of the RTC. To begin receiving STD benefits, the FLSA Exempt employee must be considered totally disabled. If the request for STD benefits is denied, FLSA Exempt employees may request to be paid by using accrued vacation, holiday bank, or birthday holiday leave.

7. STD benefits will not be paid if the illness or injury is sustained as a result of employment outside of the RTC.
8. FLSA Exempt employees shall not be entitled to STD while absent from duty due to disability arising from an injury purposely self-inflicted or caused by willful or grossly negligent misconduct.
9. FLSA Exempt employees approved to receive STD benefits do not accrue vacation leave and do not receive salary increases until they return to work.

#### **Section 4 - Catastrophic Leave Program**

1. Employees holding permanent status may donate leave into the RTC wide catastrophic leave bank by completing a leave donation form and submitting it to their payroll representative in the Human Resources Department. Leave donations may be in a lump sum or on a periodic leave deduction basis. Donations may be made from vacation leave and/or compensatory time balances. A maximum of 40 hours of unused sick leave can be donated if the employee retains a balance of 120 hours after the donation of sick leave. Employees must have a vacation leave balance of at least 40 hours after the donation of annual leave.
2. Donated time will be converted to dollars at the hourly rate of the donor. When a recipient is identified, an appropriate amount of dollars will be converted to sick leave at the hourly rate of the recipient.
3. Eligibility for Employee Catastrophic Sick Leave:
  - a. An employee must have successfully completed six (6) months of employment with the RTC and his/her probationary period.
  - b. An employee must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient care at a medical facility or that renders an employee bedridden at home. Bedridden is defined as limiting an individual's ambulatory status to home allowing attention to in-home personal care needs, attend physicians' appointments, and receive necessary medical treatment related to their catastrophic illness. The illness or injury cannot be a result of an illegal act, nor can it be self-inflicted."

- c. An employee absent due to an approved service connected disability is not eligible to participate in the Catastrophic Leave Program.
- 4. Eligibility for Family Catastrophic Sick Leave:
  - a. An employee must have successfully completed six (6) months of employment with the RTC and his/her probationary period.
  - b. An employee's immediate family shall include the employee's spouse, child, or parent and must meet the following definition of catastrophic illness/injury. "Catastrophic illness/injury is an illness or injury that requires inpatient or outpatient care at a medical facility or that renders an employee's family member bedridden at home" as defined in Section 3 (b) of this Article. A medical certification from the attending State Licensed Health Care Provider stating the necessity of the employee's presence to care for the family member is required as part of all requests for Family Catastrophic Sick Leave.
  - c. Requests for Family Catastrophic Leave from immediate family members employed by the RTC shall be combined for the purpose of granting leave hours as provided for under Subsection 6 herein.
- 5. Once an eligible employee has exhausted all accrued paid leave (Sick Leave, Compensatory Time, Vacation Time, Holiday Bank Time, and Birthday Holiday Bank Time as a result of the catastrophic illness or injury, the employee may file a written request with Human Resources for Catastrophic Sick Leave. The written request must specify the length of time the employee wishes to be covered by Catastrophic Sick Leave and must be accompanied by: 1) a medical statement from the attending state licensed health care provider explaining the nature of the illness/injury, and an estimated amount of time the employee, or his/her family member, will be receiving care or will be bedridden at home; 2) evidence that the employee has notified his/her department head or designee in writing of his/her requested absence for the necessary length of time as estimated by the health care provider; and 3) a schedule of the dates and times the employee will be off from work, as approved by the department head or designee, if the employee is requesting intermittent time off to care for a family member.
- 6. Human Resources will review the request and verify the employee's eligibility for Catastrophic Sick Leave. If determined eligible, Human Resources shall grant to the employee an appropriate amount of Catastrophic Sick Leave from the leave bank, provided the balance of the

leave bank is sufficient. The eligible employee may take up to 320 hours of employee Catastrophic leave or 80 hours of Family Catastrophic Leave. Family Catastrophic Leave shall be used within 20 working days of the date approved. If the employee needs additional hours to get through the elimination period for long term disability, then and only then, under such extraordinary circumstances, the employee may be granted additional hours of Employee Catastrophic Sick Leave. For each occurrence that Catastrophic Leave is approved, any unused hours will be returned to the Catastrophic Leave Bank. Catastrophic Leave benefits will not be available to any employee currently receiving disability income benefits from the RTC's long term disability insurance carrier.

7. Any donations made to the Catastrophic Leave Program may be targeted to a specific employee at the donating employee's request. Any hours already donated to the Catastrophic Leave Program remain there, including any unused hours for a targeted employee, and may not be returned to the donating employee.

## **ARTICLE 25**

### **Miscellaneous Leaves**

All leave types identified in this article will be rounded to the nearest quarter (1/4) hour when being used by the employee.

1. Court Leave: Employees required by legal process or required by the RTC to appear in any court or before the Grand Jury as a juror or witness in a criminal or civil case during his/her work shift shall receive full compensation as though he/she were actually on the job during such time. He/she shall claim any jury, witness, or other fee to which he/she may be entitled by reason of such appearance and pay such fees, except mileage, to the RTC Human Resources Department within three (3) working days of receipt, to be deposited in the applicable fund of the RTC. An employee working other than a day shift appearing in court for the stated reasons for four (4) hours or more will be given his/her next regular shift off with pay providing that the employee meets all other conditions of this Section. Employees appearing in court for the stated reasons on scheduled 24 hour periods off shall retain any and all remuneration as may be authorized for such appearances. Notation will be made on the time and attendance report for the shifts of court leave granted to the employee while absent from his/her regular scheduled duties. If the employee is not selected for jury duty or is released from testimony, he/she shall return to duty if released during scheduled work shift hours. In those cases where an employee elects to retain jury duty or witness fees such time shall not be counted as time worked for the purpose of determining overtime, and the employee will not be considered on court leave for the time absent from work.

No civil case shall be covered by this Article in which the employee has an interest.

2. **Military Leave:** Any permanent 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 their regular pay from the RTC as prescribed by NRS 281.145, and any benefits as provided in the Uniformed Services Employment and Reemployment Rights Act of 1994.
3. **Leave Without Pay:** Upon written application to the department head, a permanent status employee may, in the RTC's sole discretion, no more than one time per calendar year, be granted a leave of absence without pay for a period not to exceed 90 consecutive calendar days, without prejudice to his/her status, but no vacation or sick leave credits shall accrue during any such leave period. Without approval of the department head and the Director of Human Resources, leave without pay may not be granted until all accumulated annual leave is used. Disciplinary leave without pay for violations of Article 36 of this agreement may be imposed when annual leave is still available. Any additional leave must be recommended by the department head and approved by the RTC General Manager or designee.
4. **Parental Leave:** Upon written application to the department head, an employee shall be granted a leave of absence of up to three (3) months for the purpose of caring for newborn children up to six (6) months old or legally adopting a child(ren). No vacation or sick leave credits shall accrue during the duration of any period of leave without pay. Employees are not required to use up annual leave and sick leave benefits before taking parental leave without pay. Any unpaid leave shall be taken as one (1) continuous leave period. Employees, at their discretion, may use none, any or all of their sick leave and/or annual leave in the 3-month parental leave period. Parental leave of more than three (3) months is at the discretion of the department head, and if approved, the employee may use annual leave, sick leave, or leave without pay under the provisions of Article's 23, 24, and 25 of this Agreement.

In addition to these provisions, the RTC shall provide benefits in accordance with the Family and Medical Leave Act of 1993.

5. **Blood Donor Leave:** Employees will be granted the necessary time off, up to four (4) hours during their work shift, for the purpose of donating blood when participating in a RTC authorized and/or sponsored blood donation drive. In no event shall an employee be eligible for overtime as a result of donating blood.

6. Education Leave: Upon written application to the department head, an employee may, in the RTC's sole discretion, be granted educational leave without pay for a period not to exceed 90 calendar days, without prejudice to his/her status, but no vacation or sick leave credits shall accrue during any such leave period.
7. Application and Examination Leave: An employee shall be permitted reasonable time off with pay during his/her shift to submit an application and/or take a scheduled examination for RTC promotional or transfer opportunity. In no case shall an employee become eligible for overtime as a result of competing for a promotional or transfer opportunity. An employee shall notify his/her supervisor immediately upon receiving a letter from RTC Human Resources of the date and time that he/she is scheduled to attend an interview or examination.
8. School Related Activities Leave: An employee shall be permitted up to four (4) hours of unpaid leave each school year per child or step-child enrolled in school, for the purposes of attending school related activities in accordance with NRS 392.4577. An employee may choose to utilize available leave balances when takings this leave. This leave is subject to denial for interference with operational requirements.

## **ARTICLE 26**

### **Benefit Eligibility**

1. Eligibility for increased entitlements to sick leave, vacation and longevity shall be determined by the total amount of service commencing with appointment to a permanent budgeted position.
2. Should an employee who left RTC service in permanent status, worked 3 consecutive years, and gave, when applicable, two (2) weeks termination notice be rehired, that employee may regain all previously unused sick leave, provided the employee reimburses the RTC for whatever unused sick leave was paid the employee at the time of separation. Such reimbursement shall be paid before an employee is entitled to use such sick leave. The RTC must give the employee notice of this option upon rehire and the employee must either accept or decline this option within 60 days following the successful completion of his/her probationary period. If the employee accepts the repayment option, the repayment must be completed within six (6) months following the successful completion of his/her probationary period.
3. Increased entitlements will include all previous employment with the RTC that ceased under honorable conditions as well as all prior service with Clark County that occurred prior to October 1, 2008 and ceased under

honorable conditions.

## **ARTICLE 27**

### **Service Connected Disability**

All eligible members shall be covered by a Workers Compensation Program of the RTC's choice that conforms with the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617) and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

1. In the event an employee is absent from work due to a service-connected disability, approved pursuant to NRS Chapter 616 or 617, he/she may receive, in addition to the compensation as provided by NRS Chapter 616 or 617, a supplemental amount from the RTC which would cause the total amount received by the employee from the service-connected disability and the RTC to equal his/her salary at the time of his/her disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed 340 work hours for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the RTC.
2. It is the intent of the RTC to pay the on-the-job injured employee (as outlined in this Section) the difference between full biweekly salary and that provided pursuant to NRS Chapter 616 or 617 as salary continuance. Therefore, the employee shall return to the RTC all temporary total disability payments received which were made under NRS Chapter 616 or 617 covering the period enumerated in Section 1 of this Article. No supplemental benefit shall be paid until after the employee's lost-time benefit check has been deposited with the RTC.
3. If an employee entitled to disability compensation has not completed his/her probationary period, or if an employee who has received supplemental compensation for the maximum 340 work hours is unable to return to work, he/she may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the RTC as provided in NRS Chapter 281.390. If the employee is receiving no compensation for time missed from work through the Worker's Compensation Program, the employee must use leave benefits to fully account for any absence.
4. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the Worker's Compensation Program, he/she will be

permitted to use his/her accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided that the employee has so elected to use his/her vacation leave as sick leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status. However, through written justification to the Director of Human Resources, exceptions to this Article may be approved by the RTC General Manager or designee.

5. If, as a result of a licensed physician's evaluation and prognosis, it appears that the employee will not return to his/her regular RTC job within a 12-month period, the RTC may require a medical separation. Medical separation appeals of employees covered by this Agreement shall be handled in accordance with the procedure set forth in Article 11, Section 2.

## **ARTICLE 28**

### **Retirement Contribution**

1. The RTC will pay the employee's portion of the retirement contribution under the employer-pay contribution plan in the manner provided for by NRS Chapter 286, or shall pay the employer's portion of the retirement contribution under the employee/employee contribution plan in the manner provided for by NRS 286 if the employee is eligible for this plan and elects to contribute under it. Any increase in the percentage rate of the retirement contribution above the rate set forth in NRS Chapter 286 on May 19, 1975, shall be borne equally by the RTC and the employee and shall be paid in the manner provided by NRS Chapter 286. 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. Any increase 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 such decrease in pay will be effective from the date the increase 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 29**

### **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

RTC 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 RTC for the employee's insurance premium, the total dependent coverage 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. Employees who elect to have group insurance shall pay the following percentage of the total health and dental insurance premium per month.

PERCENTAGE

Employee Only	5.5%
Employee & Spouse	10.0%
Employee & Children	7.0%
Employee & Family	10.5%

3. At the current time, the RTC and its employees are participating as members and as an agency in the Clark County and Affiliates Group Health Benefits plan. In the event the RTC or Clark County wishes to remove either agency from the current insurance relationship, the RTC agrees to provide its employees with health insurance benefits comparable to those currently offered. Furthermore, the RTC and Union agree to evaluate the respective plans and provide recommendations before such changes occur or are approved.

**ARTICLE 30  
Life Insurance**

1. The RTC shall pay 100% of the premium cost of a group life insurance policy providing, to each employee, an amount of coverage of no less than \$15,000 or no more than \$20,000.
2. The Union, at its discretion, may offer additional supplemental insurance benefits to members of the bargaining unit the cost of which shall be borne by the member. Neither the Union nor its authorized agent shall have the right to solicit enrollment during normal working hours. The Union agrees to comply with all accounting and payroll deduction procedures as established by RTC.

**ARTICLE 31  
Long Term Disability Insurance**

1. The RTC 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. The RTC will pay a maximum premium of \$18.75 per month for each eligible employee toward the LTD Plan. Effective January 1, 2012, the RTC will increase the premium as necessary through the term of this agreement to maintain the initial benefits of the plan. This contribution in no way guarantees a specific level of benefits, nor once a plan is adopted, for those benefit levels to continue if the premium exceeds the maximum monthly contribution.

### **ARTICLE 32 Longevity**

1. **Creditable Service for Longevity Computation:** Periods of permanent full-time employment with the County of Clark or the RTC shall be considered as creditable service for the purpose of computing longevity eligibility. Any period in which an employee, while employed by the County of Clark or the RTC, is called into the active military service of the United States Armed Forces involuntarily will be considered as creditable service for computation of longevity pay. Upon completion of five (5) full years of creditable service, eligible employees on the County or the RTC payroll as of October 15, 1991, shall be entitled to longevity pay in addition to their base salary. Employees hired as of October 15, 1991 shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service.
  - a. Longevity shall be paid annually, in a lump sum amount, during the first pay period following the employee's anniversary hire date, as adjusted for below conditions where applicable. Longevity payments shall be prorated from the anniversary hire date, as adjusted, for employees separated for any reason. Longevity rates for eligible employees shall be paid at the rate of 0.57 of 1% per year for each year of creditable service. Overtime pay or compensatory time shall not be considered in the calculation of longevity pay.
2. **Non-Creditable service for Longevity Computation:**
  - a. Any period that an employee is on any leave of absence without pay over a period of 21 consecutive calendar days in a calendar year will be deducted from the creditable service for longevity pay.
  - b. Period or periods of service in the active military service of the United States Armed Forces in which the employee enlisted voluntarily for active service other than period of war time or

national emergency.

- c. Suspension periods as a result of disciplinary action.

**ARTICLE 33  
Private Automobiles**

- 1. Where an employee is required by a supervisor to use his/her private automobile in the performance of RTC business, he/she shall be reimbursed at the rate as established by NRS for each mile actually traveled in the performance of such RTC business. If an employee is required to use a passenger vehicle in the performance of his/her job, the RTC will make every effort to provide a RTC vehicle for use. In the event the employee is required to transport a client for any purpose the RTC must provide an appropriate vehicle.

**ARTICLE 34  
Tool Allowance and Uniforms**

- 1. The RTC will supply and issue tools to employees as needed to complete assigned tasks.
- 2. Uniforms and any tools provided by the RTC must be returned to the RTC upon the employee's separation from the RTC.
- 3. Employees are required to wear RTC-issued safety equipment during their assigned shifts.

**ARTICLE 35  
Time and Attendance**

- 1. Responsibility

Each RTC employee is responsible for compliance with these guidelines. Each RTC supervisor is responsible for applying these guidelines in a uniform and consistent manner. RTC Human Resources is responsible for implementing this procedure. Each RTC Department is responsible for publishing and communicating a call in procedure outlining at least two separate numbers for an employee to utilize.

- 2. Incidents

An incident is defined as an unscheduled absence. Each occurrence of continuous time off work for the same reason is defined as one (1) incident (i.e. once an employee returns to work, any additional unscheduled leave will constitute a further incident).

### 3. Scheduled absences

A scheduled absence is defined as sick leave, annual leave, compensatory time or any leave provided by Articles 22, 23, 24 or 25 that has been authorized by the employee's supervisor or designee in advance of the employee taking the leave.

Sick leave – Sick leave is to be used only for the purposes outlined in Article 24. Sick leave may only be preauthorized for scheduled medical appointments/procedures. Sick leave requests must be preauthorized by the supervisor or designee and approved/denied no later than the end of the employee's shift prior to the requested leave date. An employee will not be granted preauthorized sick time for an illness, therefore such leave will not be considered a scheduled absence. It is the responsibility of the employee to ensure that all time used for scheduled sick leave has received prior approval.

If an employee requires an extension of preauthorized sick leave (e.g. for a doctor's appointment), the employee must call and notify their supervisor at the earliest possible opportunity. An explanation for the request must be given as well as an estimated time of return to work. If an employee's immediate supervisor is not available, the employee must utilize their chain of command. If approved, the extension will not be considered an incident. The employee must submit a revised leave request immediately upon reporting to work.

Vacation – Vacation requests for more than one (1) shift must be approved at least 24 hours in advance of the leave, except in cases of emergency. Vacation requests for one (1) shift or less may be granted without the 24 hour notification requirement. Vacation requests must be submitted and authorized through the online leave request system. A supervisor's decision to grant vacation time will be based on operational needs, the seniority of the employee in the work unit, and the wishes of the employee. Vacation leave will not be unnecessarily denied. Every effort will be made to approve or deny the request in a timely manner. For staff working shifts where no supervisor with approval authority is present, the employee should call their manager to receive verbal approval, and the approval authority shall follow-up in writing to confirm that the vacation leave has been granted.

Compensatory time leave – Compensatory time is to be used in accordance with Article 18. Compensatory time leave will be approved in the same method as Annual Leave (see above). A supervisor's decision to grant compensatory time will be based on operational needs, the seniority of the employee in the work unit, and the wishes of the employee.

Compensatory time will not be unnecessarily denied.

4. Unscheduled absences

Sick leave is to be used only for purposes outlined in Article 24. All employees who are not able to report to work at the start of their regularly scheduled shift or scheduled overtime must call their supervisor or designee prior to the beginning of their shift. The employee must state the reason for their absence and give an anticipated return date. If an employee fails to call their supervisor or designee prior to the beginning of their shift, the employee will be charged unauthorized leave without pay (LWOP) until such time that the call is made (see Sections 7, 8, and 11) If the employee is totally incapacitated the employee must notify their supervisor as soon as medically capable. In such an instance, the employee will not be charged with unauthorized leave without pay (LWOP). A leave request must be submitted through the online leave request system during the first shift the employee returns to work. If an employee becomes ill during their shift they must receive documented approval of the leave from their supervisor, in addition to submitting the leave request through the online leave system prior to leaving their worksite. If an employee's immediate supervisor is not available, the employee must utilize the chain of command in order to receive the necessary approval before leaving their worksite. In the event that no supervisor is on duty, an employee must place a call to their manager to report their illness prior to leaving their worksite, or such time will be charged as unauthorized LWOP. Any sick leave usage that has not received prior authorization will be considered an unscheduled absence (excluding FMLA, see Section 9). Upon their immediate return to work, the employee may negate the incident by providing an original certificate of illness from an appropriate state licensed health care provider. The employee must provide the original certificate of illness as identified above to their immediate supervisor at the start of their next shift. The supervisor will initial and date the certificate of illness and scan a copy to payroll@rtcsonv.com.

5. Bereavement

Employees may absent themselves from work for bereavement purposes to attend a funeral of the employee's immediate family (as defined in Article 24). Absences of up to three (3) shifts per occurrence will not be considered an unscheduled absence. Any additional leave time in excess of three (3) shifts for bereavement requires prior authorization from the employee's supervisor. Absences for bereavement will be charged as sick leave. Employees should call their supervisor or designee to absent themselves for bereavement leave.

6. Emergency Annual Leave (Vacation) – Limit three (3) incidents from July 1 to June 30.

Emergency annual leave, for the purpose of this procedure, is defined as unexpected unforeseen occurrence of an urgent nature that requires sudden or immediate remedial action. An emergency shall not include absences for which sick leave is to be used [unless all sick leave has been exhausted]. An employee requesting emergency annual leave shall call their supervisor directly to request approval or it will be considered unauthorized LWOP. In the event that an employee is not able to call the supervisor prior to the beginning of their shift, approval must be requested at the earliest possible time thereafter, up to the end of the employee's regular shift for that day, unless the employee is totally incapacitated. In this instance, the employee must notify their supervisor as soon as medically capable. Upon their return to work, employees must contact their supervisor to notify of their arrival and complete a leave slip stating the reason for the emergency. If an employee's immediate supervisor is not available, the employee must utilize their chain of command. Employees may notify their supervisor of their arrival by phone call, voice mail, or email. Once approved, employees will be charged emergency annual leave from the beginning of their scheduled start time until the actual arrival and notification to manager/supervisor.

Emergency annual leave will not be considered an incident as defined in Section 2 of this procedure, unless it is granted in lieu of sick leave.

7. Tardy

An employee is considered tardy when the employee does not begin to perform assigned duties at the start of his or her designated shift (which includes returning from lunch or breaks). All employees must contact their supervisor by phone call, voice mail, or email, as authorized in their departmental procedures, to report their tardy. If an employee's immediate supervisor is not available, the employee must utilize their chain of command when reporting their tardy and notifying their supervisor of their arrival/return. The employee must state the reason for their tardy and give an anticipated return time to work. Upon arrival/return, an employee must immediately contact their supervisor in order to notify them of their arrival and submit a leave request indicating their time of arrival. In addition, tardiness of 15 minutes or more will be reported as unauthorized LWOP. An employee must submit a leave request for LWOP immediately upon arrival/return to work for any time of 15 minutes or more. The LWOP will subject the employee to disciplinary action (see Sections 8 and 11). Employees will be charged LWOP as defined in Article 25. More than five (5) tardy incidents of fourteen (14) minutes or less during a twelve (12) month fiscal year period (July 1 to June 30) will be considered

unacceptable and will subject the employee to disciplinary action as listed in Section 11. All discipline will go to Human Resources for review prior to issuance.

8. Leave without pay (LWOP)

Leave without pay (LWOP) must be approved in accordance with Article 25. Failure to receive written authorization from the Department Head in advance of the leave will result in the LWOP being unauthorized and will subject the employee to progressive disciplinary action as outlined in Section 11. Employees who are in LWOP status for any part of their regularly assigned shift that is before or after a holiday will not receive holiday pay, as outlined in Article 22.

9. Family medical leave act (FMLA)

Absences covered under FMLA will be considered authorized.

10. Unacceptable attendance

Unacceptable attendance occurs when an employee uses more than four (4) incidents of unscheduled leave during a twelve (12) month fiscal year period (July 1 – June 30). When a probationary employee has successfully completed probation, the number of incidents they have incurred will remain and will then follow the guidelines outlined in Section 11 below. Violations will subject the employee to disciplinary action as listed in Section 11. The number of incidents will reset to zero on July 1 of each year with the exception of leave without pay.

11. Violations

Employees violating these guidelines will be subject to the following:

**Unscheduled Incidents**

4th Incident–Coaching/Counseling  
5th Incident–Documented Oral Warning  
6th Incident–Admonishment  
7th Incident–Written Reprimand  
8th Incident–Final Written Warning  
9th Incident–Administrative Leave  
Pending Termination

**Tardiness**

5th Incident–Coaching/Counseling  
6th Incident–Documented Oral Warning  
7th Incident–Admonishment  
8th Incident–Written Reprimand  
9th Incident–Final Written Warning  
10th Incident–Administrative  
Leave Pending Termination

**Unauthorized Leave Without Pay (LWOP)**

1st Incident – Documented Oral Warning  
2nd Incident – Admonishment  
3rd Incident – Written Reprimand

4th Incident – Final Written Warning

5th Incident – Administrative Leave Pending Termination

Unscheduled absences (incidents), tardiness and leave without pay (LWOP) will be treated independent of each other. Progressive discipline will continue in accordance with Article 11 for employees whose incidents have been reset to zero and the employee has entered into a documented oral warning or above. Progressive discipline will continue in accordance with Article 11 for employees who have entered into LWOP and will not be reset to zero.

### **ARTICLE 36 RTC's Substance Abuse Policy**

It is the policy of the RTC and the Service Employees International Union 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 RTC's valuable workforce.

While the RTC will be supportive of those who seek help voluntarily, the RTC 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 RTC and Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safe and more efficient workplace for everyone.
- b. Deterrence – The RTC 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, 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 or employment.

- d. Treatment - The RTC 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 RTC 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 alcohol beverage by an employee on duty will result in immediate termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including 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 disciplinary action up to and including termination and may be placed on a Last Chance Agreement 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 RTC 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 in writing 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 RTC 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 with no Last Chance Agreement.
- 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 and may be placed on a Last Chance Agreement 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 RTC 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 RTC’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 RTC 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 with no Last Chance Agreement.
- h. Employees must notify their immediate supervisor in writing of any personal criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction upon returning to work. Failure to notify the immediate supervisor in writing shall result in disciplinary action.

## **DRUG AND ALCOHOL TESTING**

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

1. Pre-Employment:

RTC Human Resources will identify specific job classifications that require an applicant selected as a new hire to take and pass a drug and alcohol screening. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within 24 hours of request, bona fide verification of a valid current prescription for the drug identified in the drug screen and it must be in the applicant's name. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired.

2. 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 specific on the "Observation/Incident Report" included as part of this policy.

3. Post-Accident:

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test, using the best information available at the time of the decision, when there is:

- a. Personal injury and/or
- b. No ability to completely discount the employee's actions as a contributing factor to the accident.

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

- a. Any supervisor evaluating an employee for reasonable cause shall complete the RTC "Observation/Incident Report". The Observation/Incident Report shall be sent to the appropriate department head and the Employee Relations Division of Human Resources. Supervisors and the RTC General Manager or designee will not be permitted to use this policy as a vehicle to harass employees. Supervisors shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.
- b. The suspected employee shall be afforded the right, if he/she so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause. If another supervisor is not able to report to observe the suspected employee within 30 minutes due to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted.
- c. 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 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.
- d. If it is 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. 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. 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.

- e. 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. 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.
- f. 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 leave in the following order as leave benefits are exhausted (sick leave, compensatory time, vacation leave, leave without pay) until the RTC receives the test results. If the test is negative, the RTC will make the employee whole.
- g. The results will be delivered by mail or carrier to the Employee Relations Division of Human Resources, 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 .08 percent or greater, or the limit specified in NRS 484C.110 or other applicable law if less than .08 percent.
- h. 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 shall be placed on a Last Chance Agreement.

## **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 the actions of the employee cannot be completely discounted as having contributed to the accident 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 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 in writing, 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 certification 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 an illegal substance or the abuse and/or misuse of a legal drug or controlled substance will result in the following action:
  - a. First offences: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and shall be required to sign and successfully complete the conditions of a Last Chance Agreement which includes rehabilitation and aftercare.

- b. 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 rehabilitation and treatment program provider releasing the employee to return to work. 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. This must occur within 60 days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within 60 days will result in disciplinary action up to and including termination.
  - c. Second offense: The employee will be suspended without pay pending termination.
4. A test resulting in a positive screening for alcohol will result in the following action:
- a. First offense; Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program. The employee will be required to provide a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to work. 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. This must occur within 60 days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse
  - b. Problem within 60 days will result in disciplinary action up to and including termination.
  - c. Second offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement which includes a rehabilitation and aftercare program.

- d. Third offense: The employee will be suspended pending termination, unless the employee's department head decides not to terminate the employee based on mitigating circumstances. If the department head chooses not to terminate the employee, the department head shall follow the second offence procedure in this Section.

## **LAST CHANCE AGREEMENT**

Refusal to sign a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the Last Chance Agreement will be monitored for compliance by the Employee Assistance Program. The Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within five (5) working days of employee notification of a positive drug or alcohol test.
2. Compliance with and satisfactory completion of treatment by a Bureau of Alcohol and Drug Abuse certified rehabilitation/program or provider. The Employee Assistance Program will assess, determine and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee.
3. Enrollment and continued attendance in an aftercare program, as necessary.
4. Certificate of fitness/return-to-duty form signed by the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within 60 days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within 60 days will result in disciplinary action up to and including termination.
5. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's department head or immediate supervisor, as approved by the department head, may require testing at any time the employee is on duty.

At that time an employee signs a Last Chance Agreement, or otherwise voluntarily seeks assistance, they shall be advised that EAP counseling is available through the off-site RTC EAP.

## **CONFIDENTIALITY**

With the exception of the laboratory testing facility, the Employee Relations and Employee Assistance Division of Human Resources, 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 Human Resources.

## **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 up on 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 effective participation in monitoring a Last Chance Agreement.

- g. 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. The Last Chance Agreement.
  - f. Confidentiality and its application in the drug and alcohol policy.

## **OTHER LAWS, STATUTES OR REGULATIONS**

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

All safety sensitive classifications as described in 49 CFR Part 40 and Part 655 will be subject to the rules and guidelines as described in 49 CFR. A list of current safety sensitive classifications has been provided with this article. Others may be added as needed and determined by the provisions of the ADA.

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 ALCOHOL 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, marijuana, methadone, methaqualone, 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.

SECOND SUPERVISOR: A supervisor from any department, who has been through the Supervisor Training Program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

SAMHSA: Substance Abuse Mental Health Services Administration.

**Safety Sensitive Job Classification List**

Equipment Technician	T1
Senior Equipment Technician	T2
Senior Traffic Communications Systems Technician – CDL	T3
Technical Equipment Supervisor	S2
Traffic Communication Systems Technician – CDL	T2
Vehicle Maintenance Compliance Inspector	T1
Vehicle Maintenance Coordinator	T2

**ARTICLE 37  
Entire Agreement**

It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. However, all other provisions contained in and through existing rules, policies, regulations and practices which may provide benefits applicable to this bargaining unit will continue to be granted to bargaining unit employees unless specifically modified by the terms of this Agreement.

**ARTICLE 38  
Conflicting Agreements**

1. This Agreement supersedes all personnel rules heretofore in effect by the RTC relating to those subjects addressed by the provisions of this Agreement to the extent such rules are in conflict with the terms of this Agreement. This Agreement does not preclude the RTC from formulating new or additional rules and guidelines which are consistent with the terms

of this Agreement or the provisions of the NRS, subject to the procedures of this Article 38.

2. Every employee not excluded from the bargaining unit shall be given a copy of the RTC Merit Personnel System Manual and the SEIU Agreement. Additions and amendments to the RTC Merit Personnel System Manual will be forwarded to the Union for review at least 45 calendar days prior to the effective date of adoption.
3. It is the RTC's intention that rules, policies, procedures and directives are to be interpreted and applied uniformly to all employees in this bargaining unit under similar circumstances. This in no way precludes the individual departments from promulgating their own rules and procedures providing that such rules and/or procedures are not inconsistent with the terms of this Agreement and the RTC Merit Personnel System. In the event of a conflict between the RTC Merit Personnel System and the provisions of this Agreement, the provisions of this Agreement shall prevail. Department rules and policies will be reviewed and approved by Human Resources for consistency with the RTC Merit Personnel System and this Agreement before implementation. The Union will be provided with a copy of all department rules and policies approved by Human Resources prior to implementation within the department. The department will provide each employee with a copy of department rules and policies. A copy of all approved department rules and policies will be kept on file in Human Resources.

#### **ARTICLE 39 General Savings Clause**

1. If any provision of this document or any application of the document to any person or persons covered herein be found contrary to federal law or the NRS, then this provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in federal law or the NRS that would invalidate or supplement any provision of this Agreement, excluding changes in NRS Chapter 288, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.
2. In the event NRS Chapter 288 is amended, the RTC and Union, through a committee of not more than five (5) representatives each, will meet within 30 days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

#### **ARTICLE 40 Retiree Health Account Plan**

Retiree Health Account Plan for post-retirement medical benefits pursuant to Internal Revenue Code (IRC) Section 457.

1. The RTC agrees to maintain and extend to all employees a plan for funding post-retirement benefits pursuant to IRC 457.
2. Employees may make contributions to this plan, at any time, in accordance with the provisions with the plan.
3. The RTC agrees to match employee contributions to the excess Deferred Compensation Program, as approved by the Board of RTC Commissioners, for employees with fifteen (15) or more years of RTC service. The RTC's matching contribution shall be limited to a maximum of \$480.00 per calendar year for a period not to exceed five calendar years prior to the date the employee retires into the Nevada Public Employees Retirement System (PERS). The RTC contribution will be posted to the employee's account at the end of the calendar year.
4. Employees accepted for participation in the Voluntary Separation Program are ineligible for further matching RTC contributions under this plan.
5. The RTC shall provide each participant in the RTC plan with an annual statement detailing all monies deferred to the plan, investment income, and medical insurance premiums paid.

#### **ARTICLE 41**

##### **Methods of Employee Classification**

1. Classification Audits
  - a. An audit process, as described herein, will be available to an employee upon written request to their Department Director.
  - b. Written requests must include an explanation of the changes that have evolved in the classification, additional job responsibilities, and the scope of those responsibilities. An employee must demonstrate that those new or expanded responsibilities are of a nature that is compensated at a higher salary level within the existing RTC salary ranges.
  - c. In the event that the Director believes the responsibilities outlined in the request for a job audit do not warrant a formal audit, the Director shall forward the request within twenty-one (21) calendar days together with the pertinent information pertaining thereto to the Methods of Classification Joint Committee in Section 2 below.

The employee shall be entitled to present the request along with supporting materials to the committee.

- d. If the Director supports the request, the request shall be forwarded to the RTC General Manager or designee for final determination. A copy of the request, and any other pertinent information relating thereto shall be simultaneously forwarded to the members of the Methods of Classification Committee.

2. Methods of Classification Joint Committee

- a. The parties hereby agree to the establishment of an equally seated review committee. Within sixty (60) days from the full ratification of this agreement, the Union shall appoint two (2) members to the committee and the RTC shall appoint two (2) members. The Director of Human Resources or designee and the Union President or designee shall serve as the non-voting Chair of the Committee.
- b. The committee shall meet as often as mutually agreed. Union representatives appointed to the committee shall receive their normal compensation as a result of their attendance at the committee meetings, as such attendance shall be considered time worked in all respects.
- c. The initial sessions shall include a thorough presentation from Human Resources concerning the current process by which employees are classified.
- d. The scope of the committee shall be as follows:
  - i. Recommend, but not impose nor effect, changes in the RTC's system of classification.
  - ii. Review, but not impose nor effect, any changes to the methodology employed to establish newly created or existing classifications within the jurisdiction of the collective bargaining agreement. It is the intent of the parties by virtue of their agreement to this Section to satisfy their bargaining obligations in every respect and to the extent found in NRS 288 pertaining to the method of classifying employees.

- 3. Make written recommendations to the General Manager or designee as to whether a position should be audited for reclassification purposes based on the findings of the committee. In order for a position to be considered for an audit, the findings of the committee shall be predicated upon the criteria set forth in Section 1, (b), hereof. The Director of Human

Resources shall respond to the Methods of Classification Joint Committee advising them of the disposition of the General Manager's decision within thirty (30) days from the date of receipt of the recommendation from that committee. In effectuating the provisions of Section 1 C, the parties recognize and acknowledge the existence and role of the General Manager established by Resolution of the Board of RTC Commissioners. The parties further recognize that the decisions of the General Manager are final and not subject to the grievance process as outlined in Article 11 of this Agreement.

## **ARTICLE 42**

### **Shift Assignment**

1. The RTC and the Union agree that a shift bid procedure based on seniority will be implemented. The shift bid procedures will apply to any position classification in any department where employees occupying those positions are scheduled to day and non-day shifts, as defined in Article 19. At the discretion and approval of the department head, shift bidding for day schedules that vary in start and end times or with different regular days off may be included under the purview of this article. The procedure is as follows:
  - a. No less than once every year, all permanent employees, with the exception of the Call Center which is addressed in Section 1b, covered under this agreement who occupy a position classification in a department where employees work both day and non-day shifts shall be allowed to submit a bid for the purpose of expressing a shift preference and days off (as days off are part of a posted shift). Bids should be submitted to the employee's department head or his/her designee in accordance with the procedures as outlined within that department.
  - b. No less than bi-annually all permanent employees in the Call Center covered under this agreement who occupy a position classification in a department where employees work both day and non-day shifts shall be allowed to submit a bid for the purpose of expressing a shift preference and days off (as days off are part of a posted shift). Bids should be submitted to the employee's department head or his/her designee in accordance with the procedures as outlined within that department.
  - c. The RTC shall schedule employees to available shifts and days off (as days off are part of a posted shift) according to the bids submitted and the seniority of the employees, and shall advise the Union and affected employees of the schedules.

2. Seniority shall be determined according to an employee's length of service in a position classification within a department. If two or more eligible employees have identical seniority levels, the employee with the greater length of service with the RTC, as determined by the employee's hire date, shall be given bid preference. If a tie still remains, preference will be given based on the last four (4) digits of the employee's social security number with the smaller number being first.
3. Prior to scheduling employees to available shifts, pursuant to section 1 (b) herein, the department head shall have the exclusive right to exempt specific employees from the shift bid procedure noted herein on the basis of operational requirements. This provision will not be utilized to exempt entire classifications.
4. Employees exempted from the shift bid process, along with the Union, shall be notified in writing of their exemption from the shift bid process. Any employee exempted from the shift bid process may request that the RTC General Manager or designee reconsider (sustain or overturn) their exemption from the process on the basis of operational requirements.
5. In the event a shift vacancy occurs between shift bids, the employee in that work area with the next greatest seniority date than the employee who vacated the position will have an opportunity for right of refusal to move into the vacant shift. This provision is allowed only for the employee noted above. If accepted, the employee will be allowed to move into the new schedule upon filling their existing shift. If declined the newly hired employee will assume the vacant shift. This provision is a one-time selection and will not result in perpetual bidding within the work area.

#### **ARTICLE 43 Terms of Agreement**

1. This Agreement shall be effective February 16, 2013, and shall remain in effect until the last day of June, 2015, and shall continue from year-to-year thereafter unless the RTC and the Union agree to change, amend, modify or terminate this Agreement pursuant to the provisions of NRS Chapter 288.
2. Consistent with Article 38 herein, this Article does not preclude informal discussion between the parties of any matter which is not subject to negotiation or contract. Any such informal discussion is exempt from all requirements of notice or time schedule.

**APPENDIX A**  
**List of Classifications**

<b>Class Code</b>	<b>Class Title</b>	<b>Pay Grade</b>
U4015	Accounting Clerk	A1
U4017	Accounting Technician	T1
S7051	ADA Certification Supervisor	S2
U0035	Administrative Secretary	A3
U0045	Administrative Specialist	A3
S4101	Assistant Financial Operations Supervisor	S1
S7111	Assistant Transit Operations Supervisor	S1
U0092	Bicycle and Community Outreach Coordinator	P2
U1013	Construction Inspector	T2
U0018	Custodian	A1
U5015	Customer Service Representative	A1
S5011	Customer Service Supervisor	S1
U2082	Data Analyst	P1
S7061	Data Reporting Supervisor	S2
U2017	Data Specialist	A3
U2022	Database Administrator	P2
U7036	Equipment Technician	T1
U0016	Facilities Engineering Technician	T1
U0148	Facilities Support Services Worker	A1
U8042	FAST Architecture Planner	P3
U2032	GIS Analyst	P2
U0052	Graphic Designer	P1
U0027	Graphic Specialist	A3
U2095	Help Desk Specialist	A3
S2071	IT Development Supervisor	S2
S2061	IT Operations Supervisor	S2
U0022	Management Analyst	P1
U0102	Marketing and Communications Coordinator	P2
S0071	Marketing and Communications Supervisor	S2
U2052	Network Analyst	P2
U0015	Office Assistant	A1
U0025	Office Specialist	A2
U7027	Paratransit Eligibility Specialist	A3
U1032	Principal Project Engineer	R3
U3032	Principal Transportation Planner	P3
U1012	Project Engineer	R1
U0082	Public Affairs Administrator	P2
U0085	Public Information Assistant	A2
U4012	Purchasing & Contracts Analyst	P1
U4045	Revenue Control Specialist	A3
S4071	Revenue Control Supervisor	S2
U6027	Safety/Security Specialist	A3

U4095	Sales Representative	A1
U7115	Scheduling Specialist	A3
S7131	Scheduling Supervisor	S1
U6115	Security Assistant	A1
U0028	Senior Custodian	A2
U5025	Senior Customer Service Representative	A2
U7026	Senior Equipment Technician	T2
U1022	Senior Project Engineer	R2
U4042	Senior Purchasing & Contracts Analyst	P2
U2023	Senior Systems Technician	T2
U8066	Senior Traffic Communications Systems Technician	T3
U8046	Senior Traffic Communications Systems Technician –CDL	T3
U1033	Senior Traffic Engineering Technician	T2
U8056	Senior Traffic Systems Technician	T3
U7052	Senior Transit Operations Planner	P2
U3022	Senior Transportation Planner	P2
U0106	Skilled Trades Worker	A3
U2042	Systems Administrator	P2
U2062	Systems Programmer	P2
U2013	Systems Technician	T1
U7012	TDM Marketing Coordinator	P2
U7056	Technical Equipment Coordinator	T3
S2101	Technical Equipment Supervisor	S2
U2072	Technical Support Analyst	P1
U8076	Traffic Communications Systems Technician	T2
U8016	Traffic Communications Systems Technician – CDL	T2
U1023	Traffic Engineering Technician	T1
S8081	Traffic Operations Supervisor	S2
U8036	Traffic Systems Technician	T2
U0118	Transit Amenities Worker	A3
S7141	Transit Mobility Program Supervisor	S2
U7127	Transit Mobility Technician	T1
U7057	Transit Mobility Trainer	A3
U7042	Transit Operations Planner	P1
S7121	Transit Operations Supervisor	S2
U7137	Transit Quality Assurance Specialist	A3
U7028	Transit Worker	A1
U3012	Transportation Planner	P1
U4018	Vault Attendant	A1
U7016	Vehicle Maintenance Compliance Inspector	T1
U7046	Vehicle Maintenance Coordinator	T2

**APPENDIX B**

**RTC**

Salary Schedules & Ranges  
February 16, 2013 – June 30, 2013  
SALARY RANGE

<u>Schedule</u>		<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
A1	Annual	25,396.80	32,718.40	45,780.80
	Biweekly	976.80	1,258.40	1,760.80
	Hourly	12.21	15.73	22.01
A2	Annual	30,472.00	39,249.60	54,932.80
	Biweekly	1,172.00	1,509.60	2,112.80
	Hourly	14.65	18.87	26.41
A3	Annual	36,587.20	47,091.20	65,915.20
	Biweekly	1,407.20	1,811.20	2,535.20
	Hourly	17.59	22.64	31.69
T1	Annual	43,638.40	59,945.60	74,900.80
	Biweekly	1,678.40	2,305.60	2,880.80
	Hourly	20.98	28.82	36.01
T2	Annual	52,395.20	71,926.40	89,918.40
	Biweekly	2,015.20	2,766.40	3,458.40
	Hourly	25.19	34.58	43.23
T3	Annual	62,857.60	86,320.00	107,889.60
	Biweekly	2,417.60	3,320.00	4,149.60
	Hourly	30.22	41.50	51.87
P1	Annual	47,070.40	64,604.80	80,787.20
	Biweekly	1,810.40	2,484.80	3,107.20
	Hourly	22.63	31.06	38.84
P2	Annual	55,348.80	76,024.00	95,035.20
	Biweekly	2,128.80	2,924.00	3,655.20
	Hourly	26.61	36.55	45.69
P3	Annual	63,668.80	87,422.40	109,283.20
	Biweekly	2,448.80	3,362.40	4,203.20
	Hourly	30.61	42.03	52.54
R1	Annual	56,243.20	77,272.00	100,464.00
	Biweekly	2,163.20	2,972.00	3,864.00

	Hourly	27.04	37.15	48.30
R2	Annual	61,900.80	85,009.60	110,489.60
	Biweekly	2,380.80	3,269.60	4,249.60
	Hourly	29.76	40.87	53.12
R3	Annual	68,078.40	93,496.00	121,534.40
	Biweekly	2,618.40	3,596.00	4,674.40
	Hourly	32.73	44.95	58.43
S1	Annual	44,574.40	61,214.40	79,560.00
	Biweekly	1,714.40	2,354.40	3,060.00
	Hourly	21.43	29.43	38.25
S2	Annual	68,078.40	93,496.00	116,875.20
	Biweekly	2,618.40	3,596.00	4,495.20
	Hourly	32.73	44.95	56.19

## **APPENDIX C** **Definitions**

Unless the context otherwise requires, the words and terms used in this Agreement shall have the meanings ascribed to them below. Any words or terms not ascribed below shall be interpreted in their context as such appears in this Agreement and, if no context is apparent, shall be given their plain and ordinary meaning.

1. **Actual Service** The number of days actually worked on the job. Sick leave with pay, vacation with pay, injury or illness incurred in the Regional Transportation Commission of Southern Nevada service during the period the employee is receiving compensation from the Regional Transportation Commission of Southern Nevada and absence on temporary military duty or Union leave shall be considered time worked for the purposes of determining actual service.
2. **Administrative Employee** Any employee whose primary duties consist of work directly related to formulating and administering management policies and programs, who regularly exercises discretion and independent judgment. In addition, it includes the Regional Transportation Commission Of Southern Nevada General Manager, his/her deputy and immediate assistants, attorneys, all classifications assigned to the Management Compensation Plan and others who are primarily responsible for formulating and administering management policy and programs. Administrative employees are not covered by this Agreement.
3. **Appointing Authority** An official having authority to legally make appointments to positions in the Regional Transportation Commission of Southern Nevada service.
4. **Arbitrator** An impartial third party chosen in accordance with the provisions of the Agreement for the purpose of deciding appropriate grievances submitted in accordance with such Agreement.
5. **Assistant General Manager** Appointed official directly responsible to the Regional Transportation Commission of Southern Nevada General Manager for the overall administration of several departments.
6. **Base Salary** That rate of pay provided to an employee as compensation reflected in the salary appendices in exchange for services provided exclusive of any cash or non-cash benefits.
7. **Break in Service** Those periods during which an employee is not in pay status and is ineligible to accrue annual leave, sick leave, longevity and other benefits unless otherwise delineated in the Agreement.

8. Business Day For the purposes of this agreement a business day shall be a day Regional Transportation Commission of Southern Nevada administrative offices are normally open for business, which is Monday through Thursday, 7:00 a.m. until 6:00 p.m. excluding holidays as identified in Nevada revised statutes.
9. Certificate of Fitness A signed statement from a state licensed health care provider indicating whether an employee is medically able to perform regularly assigned job duties without restriction or limitation.
10. Certificate of Illness A statement signed by a state licensed health care provider describing the type and extent of disability causing absence from job duties. Such statement shall, if possible, also include the provider's opinion as to when and if an employee is able to return to assigned job duties.
11. Compensatory Time Paid time off due an employee in lieu of overtime pay.
12. Confidential Employee An employee occupying a position which by the nature of its duties has access to decisions of management affecting employee relations and has been designated confidential by the Regional Transportation Commission Of Southern Nevada. In addition, it includes any employee occupying a position in the Regional Transportation Commission of Southern Nevada General Manager's Office or Human Resources. Confidential employees are not covered by this Agreement.
13. Continuous Service That service commencing with appointment to a permanent budgeted position and continuing until separation from Regional Transportation Commission of Southern Nevada service minus any breaks in service.
14. Demotion The movement of an employee from one classification to another classification with a lower salary range.
15. Department Head The term department head will be used interchangeably in this agreement with the term department director.
16. Department Director Appointed by the Regional Transportation Commission of Southern Nevada General Manager and directly responsible to the General Manager or designee for the overall administration of a department.
17. Department Manager a subordinate to the assistant general manager or a department director who has administrative responsibility for a major

- functional unit.
18. Deputy General Manager Appointed official directly responsible to the Regional Transportation Commission of Southern Nevada General Manager for the overall agency administration of the Regional Transportation Commission of Southern Nevada.
  19. Emergency A situation during which the needs of the department require a position to be filled immediately due to operational needs and the delay would cause substantial problems in completing the mission of the department.
  20. FLSA Exempt Status Includes any RTC employee who is exempt from the provisions of the fair labor standards act (FLSA), including its provisions for overtime.
  21. Grant Employee An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement. However, the term of employment is subject to the continuance of grant funds and such employees shall be terminated without rights of appeal when such funds are no longer available.
  22. Initial Appointment First position held by an individual in the competitive service of the Regional Transportation Commission of Southern Nevada.
  23. Job Vacancy A budgeted position in the competitive service to which an appointment has not been made.
  24. Local Government Employee Management Relations Act Chapter 288 of the Nevada Revised Statutes and the Nevada Administrative Code, along with any amendments thereto and judicial interpretations thereof.
  25. Local Government Employee Any person employed by the Regional Transportation Commission of Southern Nevada.
  26. Local Government Employer Regional Transportation Commission of Southern Nevada
  27. Medical Includes any medical, dental, vision, or other health care treatments and procedures performed by a state licensed health care provider.
  28. Negotiations The process of collective bargaining between the Regional Transportation Commission of Southern Nevada and the Union in determining the relationship between both parties, conditions of employment, and compliance with such conditions.

29. NRS Exempt Employee All RTC employees who are exempted from the terms of this agreement in accordance with the terms of NRS 245.216
30. Overtime Pay Money due an employee for the hours he/she is required by his/her supervisor to work overtime.
31. Part Time Hourly Employee One who is hired to fill a part-time hourly position and normally works 20 hours or less per week. Such employees are paid only for the actual hours worked and are not eligible for any other benefits of employment. Part-time hourly employees are not covered by this Agreement.
32. Part-Time Hourly Position A position in the non-competitive service having an irregularly scheduled work week (normally 20 hours or less per week).
33. Permanent Employee One who has successfully completed his/her initial probationary period in a permanent position.
34. Permanent Position A budgeted position in the competitive service with a normally - scheduled workweek of 40 hours or more.
35. Privileged Documents Those documents that pertain to security checks, reference materials from past employers or schools, and subjective evaluations elicited during the selection process.
36. Probationary Employee One who is hired to fill a budgeted position but who has not completed the probationary period. Probationary employees are not covered by this Agreement.
37. Probationary Period That period of time after initial appointment during which the employee has not attained permanent status in that classification.
38. Promotion The movement of an employee from one classification to another classification with a higher salary range.
39. Qualifying An initial period served in a position by a permanent employee as a result of a promotion. Transferred employees may be required to serve a qualifying period.
40. Reassignment Any non-disciplinary movement of an employee from one position to another position having the same salary range within the same department.
41. Recall The procedure under the provisions of Article 13 of this Agreement

- for the return of employees who have been laid off.
42. Reclassification The reallocation of a position to its appropriate classification based upon a comparative re-evaluation of duties and responsibilities.
  43. Rehire The appointment of a former permanent or permanent-intermittent employee who separated from Regional Transportation Commission of Southern Nevada service in good standing.
  44. Reinstatement The restoring of a permanent employee to his/her previous position under the provisions of Article 11 (dispute resolution procedure).
  45. Service Connected Disability Physical or mental incapacity resulting from an injury by accident or an occupational disease arising out of and in the course of employment which prevents an employee from engaging in assigned job duties and for which he/she is eligible for State Industrial Insurance System benefits.
  46. Salary Adjustment The change from one salary within the salary range to another salary within the salary range.
  47. Strike A concerted:
    - a. Stoppage of work, slowdown or interruption of operations by local government employees;
    - b. Absence from work by local government employees upon any pretext or excuse, such as illness, which is not founded in fact; or
    - c. Interruption of the operations of the Regional Transportation Commission of Southern Nevada by the Union.
  48. Supervisor An employee occupying a position, which is responsible for directing the work of other employees.
  49. Tardy An employee is considered tardy when the employee does not begin to perform assigned duties at the start of his or her designated shift (which includes returning from lunch or breaks).
  50. Temporary Employee One who is hired to fill a budgeted or a non-budgeted position not to exceed 1040 hours in a fiscal year. If a temporary employee applies for and is hired to fill a budgeted permanent position, his/her probationary period shall be retroactive to the date of employment in the temporary position if in the same class. However, benefits eligibility and accrual shall begin on the date of initial appointment into the

- permanent position. Temporary employees are not covered by this Agreement.
51. Temporary Position A budgeted or non-budgeted position in the noncompetitive service approved for a limited period of time, not to exceed 1040 hours in a fiscal year.
  52. Transfer The movement of an employee from a position in one Regional Transportation Commission of Southern Nevada department to a position in another Regional Transportation Commission of Southern Nevada department having the same salary range.
  53. Volunteer A person in a non-budgeted position who performs assigned duties without compensation. Volunteers are not covered by this Agreement.
  54. Workday The official workday shall begin at 12:01 a.m. and end at midnight each day of the week.

**APPENDIX D**

**RTC'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

1st

2nd

Other

(Supervisor)

**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:**

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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:**

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**COMMENTS BY EMPLOYEE:**

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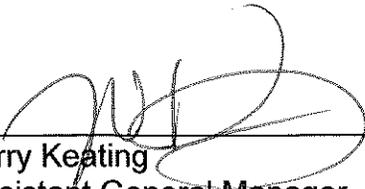
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**TESTING PROCEDURES CHECKLIST:**

- Complete and send Observation/Incident Report (Section 4 (a))
- Advise employee of right to request second supervisor (Section 4 (b))
- Advise employee of right to Union representation (Section 4 (c))
- Advise employee of leave procedures (Section 4 (e))
- Advise employee of refusal to test policy (Section 4 (g))
- Transport employee to collection site and make arrangements for transporting the employee home (Section 4 (d))

cc: Department Head  
Employee Relations Division of RTC Human Resources

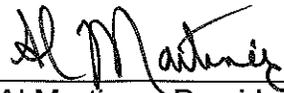
**For the RTC:**



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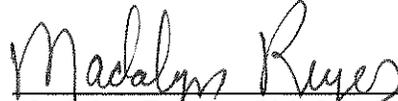
Jerry Keating  
Assistant General Manager

**For the Union:**



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Al Martinez, President  
Service Employees International  
Union, Local #1107



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Madalyn Reyes, Chief Steward  
Service Employees International  
Union, Local #1107

**MEMORANDUM OF UNDERSTANDING  
ARTICLE 21  
SALARY ADJUSTMENT**

**SINCE THE NEW CBA, SIGNED EFFECTIVE MAY 24, 2012 CREATED A NEW ARTICLE 21 PROCESS THAT BEGINS IN JANUARY 2013, THE PROVISIONS OF ARTICLE 21 FROM THE PREVIOUS CONTRACT LISTED BELOW WILL BE FOLLOWED FROM JULY 1, 2012 THRU DECEMBER 31, 2012. BEGINNING JANUARY 1, 2013 ARTICLE 21 CONTAINED WITHIN THE CONTENTS OF THIS COLLECTIVE BARGAINING AGREEMENT WILL SUPERSEDE THIS MOU WHICH WILL EXPIRE ON DECEMBER 31, 2012.**

1. Employees will be eligible for consideration for a salary adjustment within their salary ranges upon:
  - a. Successful completion of a probationary period for probationary employees, or successful completion of a qualifying period for promoted permanent or permanent-intermittent employees. Employees successfully completing their probationary period shall only be eligible to receive a three percent (3%) salary adjustment; and
  - b. Each anniversary date of his/her employment in such class annually thereafter until the top of the salary range is reached in that class. The anniversary date is normally considered to be that date an employee commences work in that classification to which he/she has been most recently appointed. In the event of an early salary adjustment, the employee's anniversary date will be changed to the effective date of the salary adjustment.
2. For the purpose of determining eligibility for annual salary adjustments, employees shall meet expected performance standards as described in Section 3. Upon meeting such requirements, employees shall then be eligible for a salary adjustment.

Employees shall receive their annual salary adjustment unless the RTC can show reason for denial of the salary adjustment through a documented performance evaluation. In addition such reason[s] shall include a suspension for substance abuse. An employee must receive an interim evaluation if they are to be denied a salary adjustment.

An employee shall be informed in writing of the specific reason (s) for the denial of a salary adjustment. In the event an employee has not been advised that he/she is to be denied a salary adjustment within forty-five days from the date he/she is eligible for such adjustment, that employee shall automatically receive a four percent (4%) adjustment retroactive to his/her respective review date.

**MEMORANDUM OF UNDERSTANDING**  
**ARTICLE 21**  
**SALARY ADJUSTMENT**

If management believes an employee's performance is unacceptable in two (2) or more performance factors, he/she will receive an interim evaluation in order to allow the employee an opportunity to improve their performance. This evaluation shall take place at least four (4) months prior to the employee's anniversary date.

3. Employees shall receive salary adjustments based on the following prescribed levels of performance "Meets Performance Standards," "Meritorious Level of Performance," and exceeds "Meritorious Performance". In determining eligibility for a salary adjustment, employees shall receive a three percent (3%) increase for meeting performance standards, a four percent (4%) increase for meritorious level of performance, or a five percent (5%) for exceeding meritorious. Probationary employees shall only be eligible for a three percent (3%) increase.
  
4. In the event an eligible employee receives no salary increase, the employee shall be entitled to complete an objection form, which will be filed with the Article 21 Appeal and Review Committee by submitting it to the Director of Human Resources. The employee must complete the objection form including an explanation and reasons why the employee should be eligible for a salary adjustment within fifteen (15) days of receiving their performance evaluation. Each employee who chooses to complete an objection form has the option to request that the objection be filed in their permanent record or that the objection form be forwarded for review and possible action by the appeal and review committee. In addition, if an employee receives a three percent (3%) salary adjustment, that employee may request a meeting with his/her department head to appeal the increase. The meeting shall be requested in writing within 15 days of the receipt of the evaluation.

The Director of Human Resources will forward to the committee a copy of the objection form, a copy of the interim evaluation, a copy of the annual performance evaluation and any relevant information to be used by the appeals committee for review of objections as outlined in Section 5(b) of this Article.

- 5.a. The appeal and review committee will meet to develop performance factors for any newly created classifications.
  
- b. The Union and the RTC agree to establish a RTC wide Article 21 Appeals and Review Committee comprised of six (6) members, Three (3) members representing the Union and three (3) members representing the RTC, with the RTC and Union each appointing its

**MEMORANDUM OF UNDERSTANDING  
ARTICLE 21  
SALARY ADJUSTMENT**

own members. Its purpose is to (1) review the implementation of the RTC's merit evaluation process; (2) monitor the quality and quantity of the objections, and make final determinations about merit increases brought before the Committee for review.

In reviewing the objections to employee performance evaluations, the Committee may be given access to the employee's personnel file, but only with the written consent of the employee.

If the Committee stalemates, the objection process is considered complete. If a simple majority (50% plus one) of the committee votes to sustain the objection, it will have the authority to have a zero overturned and award the employee an increase consistent with this article.

- c. Within each RTC department, the procedures used to evaluate an employee shall be uniformly and consistently applied in accordance with the guidelines established by Human Resources.
6. The following shall not be considered as breaks in creditable service necessary to qualify for salary adjustments:
- a. Authorized military leave, provided that the person is reinstated within 90 calendar days following other than dishonorable or bad conduct discharge from military service;
  - b. Authorized educational leave;
  - c. Time during which employee is receiving compensation from the RTC for an injury or disease arising out of and in the course of his/her employment;
  - d. Authorized leaves of absence without pay of 21 consecutive calendar days or less within any calendar year;
  - e. Authorized leaves of absence with pay;
  - f. Periods of qualifying service which immediately precede a layoff or authorized leave of absence; and,
  - g. Authorized Union leave.

**MEMORANDUM OF UNDERSTANDING  
ARTICLE 21  
SALARY ADJUSTMENT**

7. When a salary adjustment is delayed solely through administrative delay or clerical error or is miscalculated in error, the proper adjustment shall be made effective retroactive to the date it was due.
8. An employee's salary adjustment will be effective the first day of the pay period during which the review date occurs.

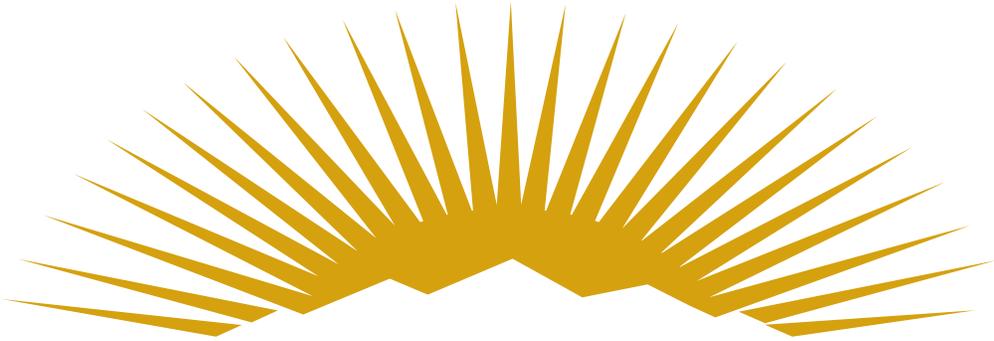
**Rewards and Incentives Not Included in the Base Salary:**

1. The RTC and Union agree to explore the development and implementation of new Rewards and Incentives Programs, and improve existing Programs, for implemented suggestions and accomplishments by individuals and/or teams for measured cost savings, and improved quality and customer service. Such rewards may be monetary or non-monetary.
2. The program may include, but is not limited to, the following rewards:
  - A. Bonuses and/or benefits for team and/or individual accomplishments;
  - B. Implemented suggestions resulting in cost savings;
  - C. Certificates of appreciation and/or accomplishments;
  - D. Additional compensation for career accomplishments; and
  - E. Reimbursements as an educational incentive.

  
Union

5/24/12

  
RTC Management



**RTC**

**RTCSNV.COM**