

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

AGENDA ITEM

Metropolitan Planning Organization <input type="checkbox"/>	Transit <input type="checkbox"/>	Administration and Finance <input checked="" type="checkbox"/>
SUBJECT: COLLECTIVE BARGAINING EXTENSION AGREEMENT		
PETITIONER: M.J. MAYNARD, CHIEF EXECUTIVE OFFICER REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA		
RECOMMENDATION BY PETITIONER: THAT THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) RECEIVE A PRESENTATION AND CONDUCT A PUBLIC HEARING, PURSUANT TO NEVADA REVISED STATUTE 288.153, AND APPROVE AND AUTHORIZE THE RTC TO SIGN THE COLLECTIVE BARGAINING EXTENSION AGREEMENT BETWEEN THE RTC AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 1107, EFFECTIVE JULY 1, 2020 THROUGH JUNE 30, 2021 (FOR POSSIBLE ACTION)		
GOAL: ENHANCE PUBLIC AWARENESS AND SUPPORT OF THE REGIONAL TRANSPORTATION SYSTEM		

FISCAL IMPACT:

Total Fiscal Year 2021 impact cost savings is estimated at \$1,698,000.00.

BACKGROUND:


Effective July 1, 2020, the Regional Transportation Commission of Southern Nevada (RTC) and the Service Employees International Union (SEIU), Local 1107, reached a tentative agreement to a one-year extension of the current contract with only limited changes.

Major highlights to the extension agreement include:

- Article 11 – Dispute Resolution Procedures
- Article 13 – Personnel Layoff, Recall and Appeal Procedure to be reopened for negotiation after July 1, 2020 and before August 1, 2020
- Article 14 – Basic Workweek
- Article 15 – Compensation
- Article 43 – Terms of Agreement
- Articles 9, 10, 24, 38, 40, 25 and update Chief Executive Officer title change language

Attachment I is the proposed extension agreement, which includes changed and new language. The full extension agreement is attached outlining all changes. Staff recommends approval effective July 1, 2020. Approval of this item will represent the formal adoption of the RTC one-year extension contract with the SEIU through June 30, 2021. Staff recommends approval.

Respectfully submitted,

DocuSigned by:

 126D93C7E2241C6...

M.J. MAYNARD
Chief Executive Officer

sk

RTC Item #51
July 9, 2020
Non-Consent

RTC Counterproposal 5/20/20, revised 6/4/20, revised 6/5/20, revised 6/9/20, revised 6/15/20—
LAST BEST AND FINAL OFFER—revised 12:30PM

EXTENSION AGREEMENT

This Agreement is made and entered into this 1st day of July 2020 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".

WHEREAS, the current collective bargaining agreement (CBA) between the parties expires on June 30, 2020, and

WHEREAS, the parties have begun collective bargaining for a new contract to begin July 1, 2020, and

Whereas, the parties acknowledge that the current pandemic has made negotiations for a new contract difficult from a practical standpoint, and

WHEREAS, the economic effects of the current pandemic are still being analyzed, and

WHEREAS, it is in the best interest of the RTC and the Union to agree to a one-year extension of the current contract with only limited changes,

THEREFORE, the parties hereby agree as follows:

1. The following new section shall be added to the end of Article 14 just before the table:

11. For the 26 pay periods beginning of July 11, 2020 employees shall work and be paid for 76 hours per two week pay period. For the purposes of Service Credit as defined by NRS 286.495 the RTC shall take reasonable steps to request that PERS consider the RTC official full-time work week for the fiscal year 7/1/20-6/30/21 to be 38 hours. The RTC and the Union mutually agree to meet no later than January 31, 2021 to discuss the status of the newly established schedule.

All other portions of Article 14 shall remain unchanged.

2. Article 15 of the CBA shall be modified to read as follows:

ARTICLE 15

Compensation

1. Effective the first day of the second full pay period of July 2015, the salary plan in effect will be increased by 2.8 percent. Appendix B reflects these changes.
2. Effective the first day of the second full pay period of July 2016, 2017, 2018 and 2019, and each successive year thereafter, COLA will be based upon the rolling previous three (3) year average of the CPI-U (W) with a minimum of 2 percent and a maximum of 3 percent. **Provided that there shall be no COLA for the contract year 2020-2021.**

RTC Counterproposal 5/20/20, revised 6/4/20, revised 6/5/20, revised 6/9/20, revised 6/15/20—
LAST BEST AND FINAL OFFER—revised 12:30PM

3. Article 43 of the CBA shall be modified to read as follows:

ARTICLE 43

Terms of Agreement

1. Agreement shall be effective July 1, 2015, and shall remain in effect until the last day of June 2020 ~~2021~~, with a reopener for economics (Merit and COLA only) and any housekeeping items (eg. Tables, Appendices, etc.) at the end of year 3. 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.
 3. For the 7/1/20-6/30/21 contract year only, RTC and the Union agree to establish a financial committee to receive and discuss quarterly updates on the RTC's financial condition. The equally seated committee shall have no more than six (6) members, three (3) members appointed by the SEIU President and three (3) members appointed by the RTC CFO. The RTC agrees to provide the committee with the same quarterly financial updates that it provides to the RTC Board.
 4. Each employee who is topped out as of July 1, 2020 shall receive a one-time payment in an amount equal to two thousand five hundred dollars (\$2,500.00). The payment shall be added to a regular paycheck within thirty (30) days of ratification by the Board of Commissioners.
 5. Either party may, upon written notice to the other party any time after July 1, 2020 and before August 1, 2020 reopen Article 13 for negotiation.
4. The previously signed TAs changing Articles 9, 10, 24, 38, 40 and CEO language shall be incorporated into the extended CBA and those changes shall be effective the later of July 1, 2020 or the date of the ratification of this Agreement. The parties also agree to correct the incorrect Article cross reference in Article 25. The Union shall execute the attached Article 11 TA upon execution of this Agreement. The changes to Article 11 shall be incorporated into the extended CBA and those changes shall be effective the later of July 1, 2020 or the date of the ratification of this Agreement.
5. All other provisions of the CBA shall remain unchanged.

- RTC**

- DocuSigned by:

By:

Larry Brown

9BD793A7A53847A

Date:

By:

Date:

TA RTC

TA Union

Date: 6/16/20

Date: