

# ATTACHMENT II

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## AGREEMENT

This Agreement, made and entered into, August 7, 2023, by and between University Medical Center of Southern Nevada and its successors and assigns, hereinafter referred to as the "Employer", and the International Union of Operating Engineers, Local No. 501, AFL-CIO including its subordinate branches, and its successors and assigns, hereinafter referred to as the "Union".

## WITNESSETH

Now, therefore, in consideration of the negotiations, the execution of this Agreement and the full and faithful performance of the covenants, representations and warranties contained herein, it is mutually agreed as follows:

### ARTICLE 1 Recognition

1. The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative of the Employer's employees assigned to the classifications listed in Article 16 who are eligible to be represented by the Union except as limited by section 4 of this article. Any proposed additions or deletions to these classifications shall be furnished to the union for review and comment prior to any formal action by the Employer. Both parties recognize that the Union retains its right to appeal under the provisions of NRS 288.170.
2. When a new job classification is established or an existing one is materially changed, the Employer will submit a copy of the new or modified classification description in writing with proposed wage and bargaining unit assignment to the Union 20 calendar days prior to implementation unless both parties mutually agree on a shorter time frame for implementation. Any unresolved differences of opinion between the parties in regard to wages will be subject to the grievance/arbitration procedure and differences of opinion in regard to bargaining unit assignment will be subject to the provisions of NRS 288.170.
3. If matters of compensation are submitted to arbitration, the arbitrator shall realize that the Employer has adopted a system of classification and compensation as specified in this agreement.
4. The employees who are excluded from the bargaining unit are as follows:
  - a. Those employees certified to another bargaining unit under the provisions of NRS Chapter 288.
  - b. Administrative employees as defined in NRS Chapter 288

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- c. Confidential employees as defined in NRS Chapter 288
  - d. Volunteers
  - e. Students, residents, and interns
  - f. Per diem employees
5. Subject to the provisions of NRS Chapter 288, the Employer 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, and representatives if any;
  - 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.
6. ~~The Employer shall provide monthly to the Union the name, date of hire, wage rate, classification, and department of each new hire by the Employer who would be eligible for inclusion in the unit. 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.~~
7. ~~Probationary Employees: All employees shall be on a probationary period for the first six (6) months of employment.~~
- a. ~~Except in cases involving a discharge for misconduct or a voluntary quit, a probationary employee shall be given a written termination slip stating that the separation is for the convenience of the employer, not for misconduct. An employee who does not complete their probation will be provided a failed probation notice~~
  - b. ~~The Employer may request the Union to extend the probationary period an additional three (3) months with written communication to the employee. The Union agrees it will not unreasonably withhold its approval of such an extension. Any extension of time granted must be agreed to by the affected employee and the Union in writing.~~

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- ~~c. Employees may be terminated at the discretion of the Employer without recourse during these probationary periods.~~
- ~~d. In case of a reduction in force, probationary employees will be laid off before employees with seniority standing.~~
- ~~e. After completing his/her probationary period, the employee will cease to be on probation and his/her seniority shall be computed from his/her date of hire.~~

### ARTICLE 2 Mutual Obligations

**Binding Effect of Agreement:** This Agreement shall be binding upon the Union, upon the individual Employer and upon their respective transferees, successors and assigns (in accordance with NRS 288). If the Employer shall, during the term of this Agreement, sell, assign, or transfer its business, said Employer shall, upon execution of an agreement of sale, assignment or transfer, notify the prospective purchaser, assignee or transferee, by certified mail, of the existence of this Agreement and shall simultaneously send the Union, by certified mail, a copy of such notice given to the prospective purchaser, assignee or transferee.

The signatory Employer shall be responsible for making adequate provisions to ensure payment for accrued wages, vacations and fringe benefits as of the date of the transfer.

### ARTICLE 3 Employment Procedure

- ~~1. **Employment Procedure:** In the employment of applicants for all work covered by this Agreement, the following procedure shall govern: The following procedure applies to the posting and filling of a permanent vacancy for any applicant not currently employed by the Employer in the vacancy classification covered by this Agreement.~~
  - ~~a. The Employer shall first post for five (5) calendar days on the Union bulletin board any employment opportunity for which existing covered employees may qualify. Employees are to provide written notification to the Director of Facilities of their interest in the position. The Employer shall make the determination of which employee will fill the position based on qualifications for the position. In the event that two or more employees are equally qualified to fill the position, the more senior of the employees shall be placed into the position. If no employee expresses an interest in the position, the remainder of this Article shall apply.~~
  - b. 1. The Employer shall call ~~call~~ contact the dispatching office of the Union for such applicants as may, from time to time be needed. In addition notification will be provided to the Shop Steward, who shall post it on the designated

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Union board. The dispatch office shall furnish the Employer the required number of qualified and competent applicants requested by the Employer. Applications received from the Union will be considered first before posting the vacancy as an open recruitment.

- e. 2. It shall be the responsibility of the Employer, when requesting applicants, to state the qualifications applicants are expected to possess. Employment shall be contingent upon the following: passing a pre-employment physical, which will include substance abuse testing, and any other skills assessment examination(s) designated by the Employer.

### 2. **Notification of Vacancies:**

~~a. In order to give the Union an opportunity to refer those applicants who meet the qualifications as identified by the employer, the Employer agrees to give the dispatch office as much advance notice as possible. When the vacancy is filled, the Employer shall notify the Union pursuant to Article 1, Section 6 of this agreement.~~

~~b. 3. If within ~~two (2) working days~~ seven (7) calendar days of notification of a vacancy, the dispatch office fails to refer the requested number of qualified applicants, or sooner if the Union Dispatch office notifies the Employer of the lack of applications, the Employer may hire an individual from any other source. However, if the Employer's needs change, the Union will receive an additional ~~two (2) working~~ seven (7) calendar days in which to refer additional qualified applicants. ~~The Employer will also provide the Shop Steward with recruitment postings for classifications covered by this agreement. Applications received from the Union will be considered first before posting the vacancy as an open recruitment.~~~~

4. The Employer shall provide monthly to the Union the name, date of hire, wage rate, classification, and department of each new hire by the Employer who would be eligible for inclusion in the unit. 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.

## ARTICLE 4

### Union Representatives and Shop Stewards

1. **Union Representatives:** The Employer agrees that the authorized representatives of the Union shall be granted access to the property when such visits are necessitated by matters concerning the administration of this Agreement. It is agreed that such representatives of the Union will conduct their business as expeditiously as possible in order to minimize interference with the Employer's

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business. The Union shall notify the Employer's designee of a visit, if they intend to visit patient care areas of the facility.

2. **Shop Steward:** The Union may select from among the employees shop Stewards who will be allowed as part of their normal work to work to resolve potential grievances or alleged infractions of this Agreement and respond to questions related to the Labor Agreement. Such business will be conducted as expeditiously as possible in order to minimize interference with the Employer's business. The shop steward shall not perform such work without first being authorized to do so by their manager who shall not unreasonably deny such authorization. The Union agrees to notify the Employer in writing of the employees selected to serve as Shop Stewards. Such time will be with pay for all regularly scheduled hours.
3. **Meetings:** Available Shop stewards shall meet with members of the Employer's management team a minimum of every month in order to discuss any issues, including but not limited to shift changes, contracting work, exc, which either party believes will help lead to an improved management/labor relationship. Additionally, more frequent meetings may be scheduled by the parties when they deem them to be necessary.
4. **Misuse:** If the Employer determines that the Shop Steward is abusing his privilege, the Employer may discipline the Shop Steward in accordance with this Agreement and the Employer's rules and regulations.
5. **Union Bank Hours:** Each fiscal year, the union shall be authorized no more than 40 hours to be used by the Union to release the Shop Steward or the alternate Shop Steward to attend conferences, legislative sessions, and conventions. The Union must provide the Employer a written request, a minimum of 14 calendar days, prior to the event to be attended. The Employer shall not be responsible for compensating the employee during this release time, nor shall the employee accrue benefits during the absence. Attendance at these events shall not be considered hours worked for the purposes of computing overtime, nor shall attendance at these events be considered a break in service. Unused bank hours shall not accumulate from year to year.
6. **Union Orientation:** The Union Steward or their designee shall be allowed thirty (30) minutes during a new employee's departmental orientation for the purpose of orienting employee(s) to the Union and its structure. The time may not be used to make personal attacks or unfavorable comments regarding the administration and/or operations of the Employer.

### ARTICLE 5

#### Hours of Work - Overtime - Schedules

1. **Work Day and Work Week:**

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- a. The parties agree that the employee's normal work day shall be eight (8), or ten (10) hours, including two (2) paid fifteen minute breaks as scheduled by the Employer and excluding a one-half (½) hour unpaid meal period. Employees shall be granted an unpaid one-half (½) hour meal period normally at mid-shift, ~~and in any case, between the third and fifth hours of work for eight (8) hours shifts and the fourth and sixth hours of work for ten (10) hour shift. Employees scheduled on ten (10) hour shifts are guaranteed three (3) consecutive days off in the scheduled work week.~~
1. If the employee is required by a supervisor or manager or designee to work through ~~his/her~~ their unpaid meal period or the employee is unable to take ~~his/her~~ their assigned meal period (within 30 minutes of the assigned time) due to work loads or emergency situations, the Employer shall compensate the employee at one and one-half times the employee's regular hourly rate of pay for missing the assigned meal period, and the employee shall still be authorized to take a one-half hour ~~lunch~~ meal period.
  2. Should an employee be on ~~his/her~~ their assigned meal ~~break period~~ and is called back to work due to an emergency situation, the employee shall receive 30 minutes of overtime for being called in to work during the ~~lunch~~ meal period and upon completion of the emergency situation, the employee shall be allowed to finish the remainder of the assigned ~~lunch~~ meal period.
- b. In the event the employee is assigned to a work group which is required to cover a 24-hour a day, seven (7) day a week continuous operation, and there is only one employee on the assigned shift, then the employee shall continue to receive a one-half hour paid ~~lunch~~ meal and the employee is not eligible to leave the premises of the Employer during this meal period. If there are two (2) or more employees assigned to the shift and they are unable to take their assigned meal break due to an emergency situation, the employee shall notify ~~his/her~~ their supervisor of the situation, so that the overtime may be authorized. Once the situation which precluded the employee from taking ~~his/her~~ their assigned meal period has been rectified, the employee shall be authorized to take a 30 minute meal break. The employee, at ~~his/her~~ their sole discretion, is authorized to change ~~his/her~~ their assigned meal period by not more than one-half hour (½ hour) to complete a job assignment, without the Employer being required to pay the employee overtime for the late meal period. The employee shall inform ~~his/her~~ their supervisor that ~~he/she they are~~ is taking a late lunch so the supervisor is aware of the employee's status.

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- e. A work week shall normally consist of 40 hours, which shall be guaranteed, except if the employee fails to work through no fault of the Employer, in which case the guaranteed work week shall be reduced by that amount. Guaranteed hours shall not prevail over management rights to lay-off in accordance with Article 18 of this Agreement or as defined in Section 5.06 and/or 5.08 below.

### 2. Overtime:

- a. All time worked in excess of eight (8) hours per shift or ten (10) hours depending on scheduled shift per day or work performed in excess of 40 hours per week shall be paid for at the rate of one and one-half times (1 1/2x) the employee's regular straight-time rate of pay, including shift differential, if applicable. The usage of sick leave shall be counted as time worked for the purpose of computing overtime, except under the conditions specified in Section 5.02.b below. Annual leave does not count as time worked for the purpose of computing overtime except as defined in Section 5.02.c and 5.02.f.
- b. Except for a bidded shift, all time worked in excess of 12 hours for 8 hour shift employees and 14 hours for 10 hour shift employees in any 24 continuous hour period, from the start of the assigned shift shall be paid for at two times (2x) the employee's regular, straight-time rate of pay, including shift differential, if applicable. Sick leave hours used during this same 24 continuous hour period shall not be considered time worked for the purpose of receiving double time pay. The assigned shift for the purpose of this section shall begin on the date and time the employee works after returning from ~~his/her~~ their scheduled weekend.
- c. **Scheduled:** Employees scheduled on eight (8) hour shifts working a sixth (6) straight day in the employee's work week, shall be paid for all hours worked at the rate of one and one-half (1 1/2x) the regular, straight-time rate including any applicable shift differentials. Employees scheduled on ten (10) hour shifts working a fifth or sixth straight day in the employee's work week, shall be paid for such work at the rate of one and one-half (1 1/2x) the regular rate. If the employee volunteers to work a seventh straight day during ~~his/her~~ their regularly scheduled work week, ~~they~~ ~~he/she~~ shall be paid for all hours worked on the seventh day at one and one-half (1 1/2x) times the regular straight time rate. If the employee is required, by the Employer to work seven (7) consecutive days in ~~his/her~~ their regular work week, the employee shall be paid at the rate of two times (2x) the regular, straight-time rate, including any applicable shift differentials, for hours worked on the seventh day. An employee with annual leave scheduled prior to being asked to work a sixth (6) or a seventh (7) shift, shall be paid as specified in this paragraph for that shift. However, if after being scheduled to work a sixth (6) or seventh (7) day,



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the employee requests and has approved annual leave during the same work week, the employee will be paid straight time for all hours worked up to and including 40 hours during the work week. Neither employees nor management will manipulate the annual leave or overtime posting process to ensure premium pay.

- d. All time worked immediately before or after a regular shift shall be compensated for at the applicable overtime rate of pay.
- e. An employee receiving ~~eight (8) hours~~ pay for a holiday not worked which falls on their regular scheduled work day shall have such ~~eight (8) hours~~ counted as hours worked for the purpose of computing weekly overtime.
- f. ~~An employee scheduled to work ten (10) hour shifts has the option to reschedule his/her work week during a holiday week to five (5) eight (8) hour shifts including the day of the holiday to receive forty (40) hours of pay for the work week. The employee may also select as an option to not change the schedule to use two (2) hours of annual leave or leave without pay if he/she does not work on a recognized holiday. Leave time used under the conditions of this section will count as time worked for the purpose of calculating leave accruals and annual leave will count as time worked for the calculation of overtime.~~
- g. f. The Employer agrees to distribute overtime among employees who are qualified and possess the skills to perform the work involved satisfactorily, in the manner identified below:
  - 1. Overtime will be offered in rotation order based on the posted list according to seniority.
  - 2. Refusal to work overtime, or not answering the phone call from the Employer after 2 attempts will constitute refusal to work said overtime, and skip the name on the list counting the same as if the employee had worked.
  - 3. The Employer shall have no obligation to assign overtime to an employee which would result in the employee's working in excess of twelve (12) consecutive hours in any continuous 24 hour period or on a holiday which falls on the sixth (6) or seventh (7) day of the employee's workweek.
- h. g. When it becomes necessary to assign employees to report to work before their normal shift starting time in order to restore or change mechanical plumbing, HVAC, and similar systems, the employer may advance an employee's shift starting time up to a maximum of three (3) hours. In such cases, the employee shall be notified of change before

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leaving work on ~~his/her~~ their prior shift. Such change in shift starting time shall not subject the employer to overtime pay liability unless the employee actually exceeds the overtime hours for that day. The parties agree that the use of this exception will only be for unforeseen events and the employee can complete the balance of his regularly scheduled shift.

- i. h. A record of all overtime assignments shall be maintained. A report of overtime assignments will be made available upon request by the Union.
- i. An employee that receives less than eight (8) hours of rest between consecutive scheduled shifts (not including stand-by, call-back while on stand-by status), shall receive payment at the rate of one and one-half (1 1/2x) the regular rate for all hours worked in the subsequent scheduled shift.

### 3. **Schedules:**

- a. The Employer may establish and require the employee to work a single shift or multiple shift system for any portion of the work covered by this Agreement. A shift shall normally consist of eight (8) or ten (10) consecutive hours excluding the one-half (1/2) hour meal period.
- b. The Union will be furnished with a copy of the shift schedules in effect at the time of signing this Agreement and the Employer will provide the Union with a copy of changes to the shift starting times at least 24 hours prior to the effective change.
- c. In cases of ~~routine~~ changes in shifts and days off, the Employer will give the employee seven (7) days advance notice of such changes.
- d. The Employer reserves the right to appoint employees to specific job assignments. Any new or vacant shifts will be posted in accordance with Article 10. ~~However, to the extent the job assignment results in a new shift, the Employer shall post the shift for bid first on the Union bulletin board for five (5) calendar days. The bid shall identify the knowledge, skills and abilities needed for the assignment. The Employer shall make the determination of which employee, who bids on the shift, is the most qualified to fill the assignment, without respect to seniority. The shift shall be awarded within 15 days. In the event that two or more employees are equally qualified to fill the assignment, then the more senior of the qualified employees shall be placed into the assignment.~~

### 4. **Shift Differential:**

- a. Shift differential is defined as the premium authorized to be paid to an employee above their regular straight time hourly rate for working a

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scheduled shift other than day shift. Eligibility for shift differential will be based upon starting time of the employee's scheduled shift. Shift differential shall be applicable for all hours worked on a shift eligible for a differential, except when it is as a result of the overlap identified in subparagraph b below.

- b. Shift hours are defined as:

The Employer has designated shifts for day, swing, and grave. Any employee who physically works hours during the designated hours of any shift will receive differentials as identified below for all hours worked during the shift.

- c. Regular full time and part time employees shall receive shift differential based on the following rates:

1. Swing shift shall receive a shift premium of \$1.~~60~~<sup>50</sup> per hour.
2. Graveyard shift shall receive a shift premium of \$2.~~20~~<sup>40</sup> per hour.

- d. Relief Engineer is a bidded shift and is to be paid at the Engineer hourly rate plus the graveyard shift differential for all hours worked and paid for regardless of shift normally scheduled to work. Relief Engineer fills in for an employee who is unavailable to work or for a vacant position (to temporarily fill in for annual leaves, sick leave or other leaves and to temporarily fill positions permanently vacated by an employee). When accepting this bidded shift, the employee understands that the normal time required for shift change notification shall not apply. The Employer shall attempt to give the employee 72 hours but not less than 24 hours advance notice of the shift to be worked. The scheduled shift for this bidded shift is at the discretion of the Employer. The relief engineer will be limited to no more than two different shifts during ~~his/her~~ their workweek. Except in emergency situations, a relief engineer who, at the direction of the Employer, works continuously for more than sixteen (16) hours straight, shall upon relief from the assigned shift, have at least eight (8) hours off before having to return to work as part of the next scheduled shift.

5. **Weekend Differential:** is defined as the premium authorized to be paid to an employee working applicable hours where the majority of the hours of the shift are between 7:00 p.m. Friday through 7:30 a.m. Monday. Employees working applicable hours shall receive a premium of \$~~2.05~~<sup>1.25</sup> per hour in addition to other differentials.
6. **Reporting Pay:** When an employee reports for duty on a regular shift, they shall be guaranteed eight (8) hours work and pay for that day-unless work is not available as defined in Section 5.08 below. If called in before ~~his~~ their regular

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starting time, the employee shall, nevertheless, be allowed to complete his regular shift for that day unless work is not available as defined in Section 5.08 below.

7. **Call-Back Provision:** When an employee is called back to the Employer, as approved by a supervisor and outside the purview of section 3 above, at a time outside of, and unconnected with ~~his/her~~ their normal scheduled hours of work to perform unscheduled work, ~~they he/she~~ shall be guaranteed a minimum of four (4) hours work at ~~his~~ their regular hourly rate or at the overtime rate for hours actually worked, whichever is greater.
8. **Limitation on Daily and Weekly Guarantee:** The weekly and daily guarantees set forth herein shall not apply when work is not available due to the unavailability of work due to emergency situations beyond the control of ~~UMC~~ the Employer which create a condition whereby the employee cannot perform ~~his/her~~ their normal duties.
9. **Prohibition Against Pyramiding Premium Pay:** There will be no pyramiding of premium pay under any of the terms of this Agreement, that is, no type of premium or penalty pay shall be combined with or paid on top of any other type of premium or penalty pay, except shift and weekend differentials. Where more than one premium or penalty rate applies to the same hours of work, the higher premium only shall be paid.
10. **Standby Pay:** Those ~~individuals~~ employees who are "on Standby" shall be paid at a rate of \$5.00 per hour for all hours assigned to standby status. ~~The parties agree that should the Employer, in its sole discretion, determine that mandatory standby is necessary, the parties shall meet and confer regarding development and implementation of a standby policy. Employees on standby must be available to return to the hospital within forty-five (45) minutes. Such employees may forfeit standby pay and may be subject to disciplinary action if they are unable to report to work or cannot be located.~~
  - a. The Employer retains the sole authority in determining standby coverage needs for the organization. The Employer will post the standby coverage needs at least monthly within the applicable classification for employees to sign up. The Employer will award standby in seniority order subject to the Employer's sole determination of the qualifications and competencies of the employee to perform standby coverage and the overall equitable distribution of standby hours. The Employer may assign standby if a coverage gap remains after assigning those employees' volunteering. Such assignments by the Employer shall be in reverse seniority order subject to the Employer's sole determination of the qualification and competencies of the employee to perform standby coverage.

## ARTICLE 6

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## Holidays

1. **Recognized Holidays:** The following shall be recognized as holidays for purposes of this Agreement:

January 1	New Year's Day
Third Monday/January	Martin Luther King's Birthday
Third Monday/February	President's Day
Last Monday/May	Memorial Day
<u>June 19<sup>th</sup></u>	<u>Juneteenth</u>
July 4	Independence Day
First Monday/September	Labor Day
Last Friday of October	Nevada Day
November 11	Veterans' Day
Fourth Thursday/November	Thanksgiving Day
Day After Thanksgiving	Family Day
December 25	Christmas Day
<u>Day after Christmas</u>	<u>Boxing Day</u>
<del>Employee Birthday</del>	<del>Birthday</del>

Any other day that the Employer is required by state law to observe as a legal holiday.

~~The birthday holiday is earned on the Employee's birthday each year.~~

~~The birthday holiday may be taken off on an employee's birthday or during the year following his/her birthday. Supervisory approval is required in advance of its use. The birthday holiday shall not be used in conjunction with any other holiday unless approved by the supervisor. Employees are not entitled to accumulate birthday holidays from year to year.~~

Except in case where circumstances make it impossible to do so, the Employer shall give fourteen (14) days' advance notice of holiday work schedules. In formulating the holiday work schedule, preference in scheduling employees to work shall be given to employees voluntarily requesting to work on the holiday on the basis of seniority; provided however, that such employees have the skills and abilities to perform the work involved. Otherwise, the Employer shall schedule employees for the holiday in reverse seniority order for those employees scheduled to work on the holiday.

2. **Compensation:**

- a. An eligible employee shall be paid eight (8) hours, at ~~his/her~~ their regular straight time rate, excluding any shift differential, for the above holidays which they does not work. ~~Employees scheduled to work ten (10) hour shifts shall receive compensation in accordance with the options defined in~~

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~~Article 5.02f.~~ If required to work a holiday, ~~he~~ they/she shall be paid, in addition, at the rate of one and one-half times (1 ½) ~~his/her~~ their regular hourly rate, including appropriate shift differential.

- b. ~~Those employees who fail to work the last scheduled work day preceding a holiday or first scheduled work day following a holiday, unless the employee receives prior supervisor approval or is hospitalized or is suffering from a bona fide injury or illness, shall not receive payment for the unworked holiday, or in those cases where the employee is scheduled and works the holiday but does not work the last scheduled work day preceding or first scheduled work day following the holiday shall be paid for the worked holiday at the regular straight time rate of pay.~~

If a holiday occurs on an employee's regularly scheduled workday and they are not scheduled to work on that day; or it is the employees' regularly scheduled day off, they will be paid eight (8) or ten (10) hours (if standard scheduling is 4/10s), including shift differentials for that day.

- b. d. Except in cases of bona fide illness or injury, (unless an employee receives prior supervisor approval to be absent, leave early, or is hospitalized) an employee who is scheduled to work on a recognized holiday and who fails to do so, shall receive no pay for the holiday. Additionally, an employee who fails to work the last scheduled work day preceding a holiday or first scheduled work day following a holiday, unless one of the exceptions above applies, shall not receive payment for the unworked holiday, or in those cases where the employee is scheduled and works the holiday but does not work the last scheduled work day preceding or first scheduled work day following the holiday shall be paid for the worked holiday at the regular straight time rate of pay.

At the request of the Employer, the employee shall produce satisfactory evidence that an absence was, in fact, due to bona fide illness or injury. The Employer reserves the right to request a physician's statement ~~with diagnosis indicating the employee has a~~ to qualify as a bona fide illness or injury. This does not preclude the employee from seeing ~~the~~ employee health specialist after five (5) days of absence.

- ~~ed.~~ If a recognized holiday falls during an employee's vacation period ~~or scheduled day off,~~ the employee shall receive holiday pay for the holiday and will not be charged for a day of vacation for the holiday.

### ARTICLE 7 Annual Leave

1. Accrual of Annual Leave:

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- a. Eligible employees hired and working will earn annual leave based on the months of service with the Employer at the following rates based on hours worked and benefits paid to a maximum of 80 regular hours worked each pay period exclusive of overtime, as defined in Article 5 of this agreement:

<u>Months of Service</u>	<u>Hours Per Pay Period Accrued</u>
0 - 48	3.08 / 80 hours worked
49 - 108	4.62 / 80 hours worked
109 - and over	6.15 / 80 hours worked

- b. Annual leave may not be accumulated to exceed 240 hours at the beginning of any calendar year pursuant to NRS 245, Section 210.2(a). ~~Prior to the end of the calendar year, employees with more than 240 hours of leave will be given the option of taking the amount of annual leave necessary to reduce the accrued annual leave below 240 hours. If this is not operationally possible and the employee has taken at least 80 hours of annual leave, 40 hours of which must have been consecutive hours of annual leave (or inclusive of one or more holidays) during the calendar year, then the employee will be eligible to sell back or place into his/her sick leave bank the amount of annual leave needed to reduce the number of hours in the annual leave bank to 240 hours as of January 1 of each year. Employees may be compensated for existing Annual Leave by submitting a written request to Payroll, provided the employee carries a minimum accumulated balance of no less than sixteen (16) hours after payment. Payment will be made on the employee's paycheck on or before the second full pay period following receipt of the employee's request and taxed at the current supplemental tax rate. Donor CAL will not be eligible for this process.~~

Any Annual Leave hours over 240 at the beginning of any calendar year will be paid to the employee on their next paycheck.

2. **Annual Leave Usage:** An employee is not ~~entitled~~ eligible to take accumulated annual leave or receive payment therefore, until ~~he/she~~ they have ~~has~~ successfully completed ninety (90) days of employment with the Employer.
3. **Scheduling of Annual Leave:** Insofar as possible, annual leave will be granted at times most desired by the employee, with 12 months of the year open for selection, but the final right of allotment of annual leave periods is reserved to the Employer in order to ensure the orderly operation of the establishment.

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

- a. As soon after December 1 of each year as practicable, but in no event later than December 31, employees shall be given an opportunity to state their first and second preference for annual leave periods for the new year.
- b. Where two (2) or more employees select the same annual leave period, the conflict, if any, shall be resolved by the Employer in favor of the employee with the greatest seniority.
- c. In recognition of the inconvenience caused employees by last minute changes in annual leave scheduled, it is agreed that except for emergencies of a serious nature, no changes shall be made by the Employer within 30 days of the date an employee is scheduled to go on annual leave.
- d. Annual leave periods may be split by mutual agreement in weekly segments, but the choice of deferred dates in such circumstances will be subordinate to the preference of employees taking a full week (based on their scheduled shift) vacation.
- e. Employees may be granted additional annual leave time without pay provided that it is mutually agreed upon between management and the employee or Union.
- f. Should the employee make the request and management approve it, annual leave may be used for personal time in any increments.
- g. ~~Those employees who fail to work the last scheduled work day preceding a scheduled annual leave or the first scheduled work day following a annual leave, unless the employee receives prior supervisor approval or is hospitalized or is suffering from a bona fide injury or illness, will not receive payment for the unworked day before or after the annual leave. To receive sick leave benefits or pay for the date in question, the employee may be required to produce satisfactory evidence that an absence was, in fact, due to bona fide illness or injury. Except in cases of bona fide illness or injury, (unless an employee receives prior supervisor approval to be absent), an employee who fails to work the last scheduled work day preceding an annual leave, will not receive payment for the unworked day before or after the annual leave. At the request of the Employer, the employee shall produce satisfactory evidence than an absence was, in fact, due to a bona fide illness or injury. The Employer reserves the right to request a physician's statement indicating a bona fide illness or injury to qualify. This does not preclude the employee from seeing employee health after five (5) days of absence.~~



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4. **Payment for annual leave:** Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated annual leave earned through the last day worked, not to exceed 240 hours, if this is earlier than the last day of the pay period, the annual leave shall be prorated. Payment for unused leave will be at the employee's base hourly rate on the last day worked prior to separation.
5. **Death of an employee:** upon the death of an eligible employee of the Employer, a lump sum payment for unused accrued annual leave will be made to the employee's beneficiaries or estate.
6. **Effect of Change of Ownership:** A change of ownership without business interruption of at least thirty (30) days shall not operate to break an employee's continuity of service for annual leave eligibility.

7. **Donor Bank:**

DONATIONS: An employee may donate unused Annual Leave or donor bank time to a fellow employee provided that employee has less than their FTE complement of Annual Leave and Sick Leave. To donate Annual Leave, the donor must have a balance of 40 hours of Annual Leave in their Annual Leave bank after the donation. The employee shall make the transfer by designating a specific number of whole hours to be transferred to a designated employee. The hours will be converted to the donor's hourly rate and placed in a designated recipient donor bank (subject to any federal or state law).

USAGE: The employee recipient may utilize such donated hours for a personal illness or injury or the purpose of caring for a member of their immediate family (as defined in Article 8, Section 1(A)). Donor banks set aside for the recipient will automatically be used based upon the recipient's hourly rate. Upon separation, any unused donor hours must be assigned or transferred to an employee qualifying for donor bank participation in accordance with this section. Donor hours not assigned before the donor separates will be lost.

EMPLOYEE'S ILLNESS: The employee must comply with Article 8. Once the employee is out of Sick Leave and Annual Leave, the employee may use their donor bank.

CARE OF FAMILY MEMBER: The employee is required to use all accrued Sick Leave and Annual Leave prior to using donor bank.

### **ARTICLE 8 Sick Leave**

1. **Sick Leave Accruals:**

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- a. It is understood and agreed that all employees will be covered by a sick leave benefit plan. The purpose of the sick leave benefit plan is to provide the employee with a continued income, based on the level of accruals, should the employee or the employee's immediate family member(s) become ill, injured or incapacitated. For the purposes of this article, the definition of an "immediate family member" shall be consistent with the Family Medical Leave Act.
  - b. Sick leave shall be earned at the rate of 3.7 hours for each 80 productive and benefit hours excluding overtime/premium hours.
  - c. There is no maximum accrual of sick leave benefits.
2. **Medical Release:** An employee absent five (5) or more consecutive days due to illness or injury, whether or not compensated under the terms of the state of Nevada Worker's Compensation laws, shall present a physician's release stating that he/she is physically able to fully perform his/her regular duties before returning to work.
  3. Any eligible employee who has completed at least twelve (12) months of continuous credible service who uses 24 hours or less of sick leave during the employee's anniversary year (based on date of hire as a employee, or as adjusted pursuant to this agreement) shall have the option to accrue 24 hours of annual leave to be placed in the employee's annual leave bank, or to sell back 40 hours of sick leave for payment in the pay period following the employee's anniversary.
  4. **Sick Leave Cash-out:**
    - a. An employee who has completed probation and maintains service shall receive payment for fifty percent (50%) of his/her sick leave balance the time of separation based on the employee's regular hourly rate, excluding differentials.
    - b. An employee who has completed four (4) years or more of continuous creditable service shall have the sick leave payoff at separation as stated in "a" above increase by two percent (2%) for each full year of continuous creditable service until seventy-two percent (72%) sick leave payoff is reached at fourteen (14) years of continuous service. Upon completion of fifteen (15) years of continuous service, the employee's sick leave payoff will be increased to seventy-five percent (75%). An employee's sick leave payoff upon separation shall increase above seventy-five (75%) at the rate of one and two thirds (1.66%) for each additional year of continuous service above fifteen (15) years up to a maximum of one hundred percent (100%) at thirty (30) years of service.

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5. **Death of an employee:** Upon the death of an eligible employee, a lump sum payment for unused accrued sick leave will be made to the employee's beneficiaries or estate.
6. **Other:** The Employer may ask an employee for a physician's note if more than three (3) consecutive days of sick time is used.

### ARTICLE 9 Miscellaneous Leaves

1. **Military leave:** Any 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 rate of pay from the Employer as prescribed by NRS 281.145, and any benefits as provided in the Uniformed Services Employment and Re-employment Rights Act of 1994.
2. **Court Duty:** an employee who appears in court on behalf of the Employer, for any purpose which causes a loss of regularly scheduled work shall receive regular pay for the time lost. Time spent in court on behalf of the Employer shall be considered as time worked for the purpose of calculating overtime.
3. **Jury Duty:** an employee who reports or serves on a jury which causes a loss of regularly scheduled work shall receive regular pay for the time lost.
  - a. The employee must show evidence of the jury summons to the Employer upon receipt.
  - b. If an employee is selected to serve on a jury, ~~he/she~~ they will not be required to work the day that ~~he/she~~ they serves as a juror. The employee will be required to report status to the Employer on a daily basis.
  - c. Compensation applies only to the regularly scheduled hours of work, and no benefit shall be paid for time spent as a juror during which the employee was not regularly scheduled to work. If a grave shift employee is required to report for jury/court duty on a day that ~~he/she~~ they would have normally worked, ~~he/she~~ they will be released from work the night prior to the appearance and be paid for the regularly scheduled hours of work. If an employee is required to report to jury duty on a day that would normally be a day off, the employee is not entitled to compensation from the Employer.
  - d. The regular straight time rate of pay shall apply for the time spent on jury duty and will not be counted as hours worked for the purposes of computing overtime.

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- e. The employee shall endorse the fee received for jury duty and turn it in to the Employer. Only upon receipt of the jury fee the Employer shall pay the employee for the time lost from work.
- f. If an employee is required to report to court on behalf of the Employer on a day that would normally be a day off, the employee is entitled to compensation from the Employer at the applicable rate and will be counted as hours worked for the purposes of computing overtime.

### 4. **Leave without pay:**

- a. Upon advanced written application to the department manager, a employee may, in the Employer's sole discretion, be granted a leave of absence without pay for a period not to exceed 30 calendar days, without prejudice to ~~his/her~~ their status, but no annual leave credits shall accrue during any such leave period.
- b. Unpaid leave of absence will be granted in 30 calendar day increments only, and extended only when prior to the expiration of the initial leave period, an employee requests, in writing, an extension of the leave period with the supporting documentation the Employer may require.
- c. Employees may return from any leave early with the Employer's prior approval.

### 5. **Bereavement:**

- a. Employees who have a death in their immediate family and who find it necessary to take time from work for the purpose of bereavement shall receive up to ~~three (3)~~ five (5) working days leave with pay to be taken within thirty (30) calendar days of the death. Additional time off may be granted by the Employer. Such additional time will be deducted from the Employee's annual leave or sick leave bank selected at the Employee's discretion. The use of sick leave accruals for bereavement purposes shall not be considered time worked for the calculation of overtime.
- b. The immediate family shall consist of spouse, spousal equivalent, children, children by legal custody, adoption or guardianship, stepchildren, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, and sister-in-law, grandparents and grandchildren. Providing the familial relationship remains intact at the time of death immediate family also includes the employee's step-mother, step-father, step- son, step-daughter, step -sister, step-brother, step-grandmother and step-grand-father.
- c. An employee wishing to attend the funeral or memorial services of an aunt, uncle, niece, nephew, shall be given up to three (3) days of annual leave or

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leave without pay (at the employee's option) upon notification to the Employer.

- d. The employee must notify the Employer of the purpose of his absence no later than the first day of such absence.
- e. The Employer reserves the right to may request proof of death.

7. **6. CATASTROPHIC MEDICAL LEAVE:** the purpose of this paragraph is to identify when the Employer shall apply certain job protections as a result of a catastrophic medical event.

a. A catastrophic medical event shall be defined as an unanticipated and debilitating injury or illness rendering the employee incapable of performing the essential physical requirements of their job for more than three consecutive months (for example: cancer, heart attack, stroke, back surgery) and which keeps the employee from work during an extended treatment and/or rehabilitation period.

b. Eligibility - in order for catastrophic leave to apply the following must be met:

1. The employee must have been employed as a full or part-time employee for at least eight (8) consecutive years.

2. The employee must have a catastrophic medical event as defined above.

3. The employee must have submitted for and been approved to take consecutive family medical leave (FMLA).

4. The certification of health care provider form must indicate the employee will be unable to work in excess of the 12 weeks guaranteed under the FMLA due to the catastrophic medical event. If the employee's medical condition changes prior to the expiration of FMLA, they may submit medical documentation to Human Resources to that effect prior to the final designation of catastrophic leave.

c. Job Protection - employees meeting all the requirements of subparagraph b above shall be guaranteed the following:

1. After the approved 12 weeks of FMLA, the employee shall be administratively transferred from their original cost center to a holding cost center for a period of time not to exceed six (6) consecutive months from date of the original catastrophic medical event.

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2. If the employee is able to return to full duty before the six (6) months identified in subparagraph 1 above, then they shall be entitled non-competitively to the next available position in their classification, provided the employee meets the knowledge, skills and competency requirements of that position (this may include the position previously held by the employee, if available). In the event there is no position available when the employee is returned to full duty under this provision the employee will be medically separated.
  3. If the employee is able to return to duty through an accommodation provided under the Americans with Disabilities Act within the six (6) consecutive months from the original date of injury, they shall be entitled to a position based on that accommodation.
  4. If the employee is not returned to duty under subparagraphs 2 or 3 above before the end of the twelve (12) month period identified above, due to medical reasons, they shall be medically separated.
6. 7. **FMLA Other Leaves.** The Employer shall provide ~~benefits in accordance with the Family and Medical Leave Act of 1993~~ protected leave in accordance with all federal, state, or local law.

### ARTICLE 10 Seniority

1. **Seniority:** The Employer and the Union recognize the principle of seniority which for the purpose of this Agreement shall be interpreted to mean that:  
  
An employee having the longest continuous time of service in the bargaining unit in their respective classification shall have preference for retaining and regaining employment in case of curtailment or expansion of operation in that classification, provided such employee has the ability to perform the work involved satisfactorily.  
  
An employee's seniority will start from the day the employee starts their paid service for the Employer in the applicable bargaining unit classification. In the event of a tie in seniority, the employee who accepted the offer for the classification first will be the senior employee.
2. **Calculation of Continuous Service:** For the purpose of this Article, length of continuous service shall be calculated as follows:

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- a. There will be no deduction for any time lost which does not constitute a break in continuous service.
  - b. A break in continuous service will occur in the following instances:
    1. Voluntary termination or resignation.
    2. Discharge or any other permanent separation.
    3. Absence exceeding the period of an authorized Leave of Absence.
    4. Absence due to a work related injury or illness which exceeds the statutory requirements.
    5. Any period of layoff that exceeds two (2) years.
    6. Absence exceeding those authorized by the Family Medical Leave Act (as amended), approved leave periods for military duty, jury/court duty, leave without pay, bereavement and pre-scheduled annual leave.
3. **Assignment of Shifts and Days Off:**
- a. The Employer agrees to give seniority preference ~~to the requests of senior employees,~~ as defined in Section 1 of this Article, when assigning shifts and days off provided the senior employee possess the requisite knowledge, skills, and abilities to perform the work involved on the shift, and provided further that a qualified replacement is available as determined by the Employer.
  - b. When shifts or days off are changed at the request of the employee or by exercising ~~his/her~~ their seniority rights under this Section and it results in a sixth or seventh day being worked in that week or a sixth or seventh day in a row, the overtime provisions of this agreement shall not apply, unless required by the Fair Labor Standards Act (as amended).
  - c. If changes in shifts and days off are made for the convenience of management and such change results in overtime, then the overtime shall be paid.
  - d. ~~The employer shall post initial openings (vacancies) and the first resulting vacancy for seven (7) calendar days so that all qualified employees shall have the opportunity to bid the vacant shift. All subsequent vacancies shall be filled by assignment based upon seniority and qualifications.~~

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The Employer shall post initial shift openings or vacancies and the first resulting vacancy up for bid for seven (7) calendar days. After the posting the Employer will award the bid within three (3) calendar days

- e. **Date of Shift Changes**  
Unless agreed to by the Union and affected employee(s), all shift movement under this Article will be effective no earlier than fourteen (14) calendar days and no later than thirty (30) calendar days from the awarding of the bid award.
4. **Annual Bid:** the Employer agrees to place all shifts positions that are required for coverage on a twenty four hour a day and seven days a week basis and all alternatively staffed positions, up for bid on the first day of the first full week in June of each calendar year with an effective date of the first full week in July of that calendar year. All eligible employees shall have the opportunity to bid on these shifts positions, based on seniority and providing they possess the requisite knowledge, skills, and abilities to perform the work assigned, and providing the terms of Section 3 of this Article are met.
5. **Probationary Employees:** All employees shall be on a probationary period for the first six (6) months of employment in this bargaining unit.
- a. Except in cases involving a discharge for misconduct or a voluntary quit, a probationary employee shall be given a written termination slip stating that the separation is for the convenience of the employer, not for misconduct.
- b. The Employer may request the Union to extend the probationary period an additional three (3) months. The Union agrees it will not unreasonably withhold its approval of such an extension. Any extension of time granted must be agreed to by the affected employee and the Union in writing.
- c. Employees may be terminated at the discretion of the Employer without recourse during these probationary periods.
- d. In case of a reduction in force, probationary employees will be laid off before employees with seniority standing.
- e. After completing ~~his/her~~ their probationary period, the employee will cease to be on probation and ~~his/her~~ their seniority shall be computed consistent with Section 1 ~~from his/her date of hire.~~

### ARTICLE 11

#### Management Rights and Responsibilities

1. **Rights to Manage:** The right to manage the business including all matters not covered by this Agreement, as well as the right to direct its employees; hire, promote, classify, transfer, assign, retain, suspend, demote, discharge or take



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disciplinary action against any employee; relieve any employee from duty because of lack of work or for any other legitimate reason; maintain the effect of its governed operations; determine the methods, means and personnel by which its operations are to be conducted; take whatever action may be necessary to carry out its responsibility in situations of emergencies are reserved to the Employer.

Any grievances over whether action of Employer is contrary to terms of this Agreement may be taken up under Grievance and Arbitration Procedure of this agreement.

2. **Human Resources and Department Policies:** The Employer may establish and enforce reasonable human resources and department policies applicable to employees provided that such human resources and department policies do not conflict with the provisions of this Agreement. It will be the responsibility of the Employer to furnish a copy of such human resources and department policies to the employee and to the Union thirty (30) calendar days in advance of implementation. Prior to implementation, upon request by the Union, the Employer will meet and confer with the Union concerning the impact of the implementation of the policy on the bargaining unit. If the employee is required to sign an acknowledgment of any such policy, a copy of the signed document shall be provided to the employee.

### ARTICLE 12 Contracting Work

1. **Recognition of Employer's Right to Subcontract:** ~~The right of the Employer in its discretion to subcontract work in whole or in part as circumstances require is expressly recognized as modified in the following paragraphs below:~~
- ~~2. **Prior Union Notification:** Before implementing the final decision to contract out a significant item of work, the Union shall be notified, in writing, at least 30 calendar days prior to the beginning of the work, except in emergency situations, in such situations, written notice will be provided as soon as practicable. Such notice shall indicate the location, type, scope, duration and time table of the work to be performed. Should the Union consider that the proposed contracting out is in violation of this Agreement and requests a meeting to discuss the matter, it shall request such meeting in writing within two (2) days after receipt of such notice, and such meeting shall be held within three (3) days thereafter. If based on a critical need, work may be initiated prior to the meetings identified above.~~
3. ~~It is the intention of the Employer to use its employees whenever reasonable and practicable for all work involved in the job classifications or work areas covered by this Agreement and subject to the protection for bargaining unit employees specified below:~~

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- ~~a. Day to day maintenance and repair work within the Employer's property, performed by employees within the bargaining unit, will not be contracted out, unless otherwise agreed by the Employer and the Union, or otherwise stipulated in this Article.~~
- ~~b. The Employer may contract out work of the type customarily performed by the bargaining unit employees provided that such contracting out is not for the purpose of, and does not result in, the layoff of bargaining unit employees.~~
- ~~c. The work to be performed cannot be completed without a license or certification which no member of the bargaining unit possesses, or no member of the bargaining unit is qualified to perform the work.~~
- ~~d. New construction, including major installations, and major renovations, may be contracted out without prior consultation or consent of the Union.~~
- ~~e. It is agreed that repairs necessitated by defects of material or workmanship and the adjustment of new equipment and machinery covered by a manufacturer's or dealer's warranty may be performed by employees of the manufacturer or his dealer during the life of the warranty.~~

1. **Recognition of Employer's Right to Subcontract:** The right or decision of the Employer in its discretion to subcontract work in whole or in part as circumstances require is expressly recognized in this article.

2. **It is the intention of the Employer to use its employees for all day to day maintenance and repair work involved in the job classifications or work areas covered by this Agreement. Such work includes but is not limited to the following:**

- o Day to day maintenance and repair
- o Enclosing doorways separating interior office spaces
- o Replacement of grid or drywall ceiling not more than 1,500 square feet in area
- o Replacement of electric devices or lighting fixtures
- o Replacement of like-for-like appliances (i.e. HVAC and water heaters) that does not require crane and/or rigging
- o Relocating and/or replacing like-for-like diffusers and returns within 6 feet of hard ducting
- o Repair or replace no more than 320 square feet of drywall with an equivalent thickness and grade, maintaining fire-resistive rating consistent with the adjacent construction
- o Repair or replace up to 45' of DWV and supply piping with piping of the same size and material that does not require trenching or excavation

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3. The Employer retains the right to contract out:
- a. Work identified above if part of a public works project (NRS 338 applies) that would include construction, remodeling, or renovations, or
  - b. Work to be performed cannot be completed without a license or certification which no member of the bargaining unit possesses, or no member of the bargaining unit is qualified to perform the work, at that time, or
  - c. The bargaining unit was unable to diagnose or repair the deficiency in a reasonable amount of time after being given the opportunity to perform such work, or
  - d. Bonified emergency work that is related to imminent patient safety, imminent employee safety, imminent visitor safety, or imminent or repetitive negative impact to hospital operations, or
  - e. During the life of the original warranty, any defects of material or workmanship and the adjustment of new equipment and machinery covered by a manufacturer's or dealer's warranty.

### ARTICLE 13 Discipline and Discharge

1. ~~No employee, after having completed his probationary period, shall be discharged or suspended without pay or subjected to other disciplinary action without just cause. Prior to discharge for reasons other than dishonesty, stealing, drinking while on duty or reporting for duty under the influence of drugs or alcohol, willful misconduct, or participation in a proven deliberate slowdown, work stoppage or strike in violation of this Agreement, the Employer will first issue the employee a written notice of his/her unsatisfactory conduct or performance and allow the employee a reasonable opportunity to correct any deficiency. A copy of said warning notice shall be furnished to the Union. Written disciplinary action other than absenteeism/tardiness will remain in file for a period of six (6) consecutive months, provided no ensuing discipline occurs. Written absenteeism/tardiness will remain on file for 12 consecutive months.~~

~~Disciplinary suspensions will be moved from the discipline portion of the personnel file and moved to the document portion of the personnel file, not subject to removal. After the six (6) or 12 month period, as appropriate, the disciplinary document cannot be used in future disciplinary actions.~~

2. ~~Removal of any discipline action must be requested in writing to the Chief Human Resources Officer, who agrees not to unreasonably withhold its removal.~~
- a. ~~The parties agree that verbal counselling's, warnings or coaching sessions ("sessions") shall not be considered discipline for the purposes of the grievance and arbitration process. The purpose of the verbal counseling, warning or coaching session is to identify a potential performance concern or a concern regarding the conduct of the employee. The coaching~~

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~~document shall identify the employee, the nature of the concern and the expected corrective performance or conduct. The document shall be signed by the employee, which only indicates that the session occurred, not that the employee agrees with the session. The parties agree that either the employee or the Employer may request the presence of the shop steward at the session. The parties further agree that neither party can present documentation of these sessions in subsequent grievance and/or arbitration processes, unless the employee or the Union on behalf of the employee, asserts that no such prior sessions occurred regarding the behaviour or performance in dispute.~~

1. **Just Cause:** No employee after having completed their probationary period shall be disciplined, demoted, suspended (with or without pay), or terminated without just cause.

Prior to discharge for reasons other than dishonesty, stealing, drinking while on duty or reporting for duty under the influence of drugs or alcohol, willful misconduct, or participation in a proven deliberate slowdown, work stoppage or strike in violation of this Agreement, the Employer will first issue the employee a written notice of his/her their unsatisfactory conduct or performance and allow the employee a reasonable opportunity to correct any deficiency. A copy of said warning notice shall be furnished to the Union.

2. **Disciplinary Notices/Personnel File**

The parties agree that verbal counselling's, warnings or coaching sessions ("sessions") shall not be considered discipline for the purposes of the grievance and arbitration process. The purpose of the verbal counseling, warning or coaching session is to identify a potential performance concern or a concern regarding the conduct of the employee. The coaching document shall identify the employee, the nature of the concern and the expected corrective performance or conduct. The document shall be signed by the employee, which only indicates that the session occurred, not that the employee agrees with the session. The parties agree that either the employee or the Employer may request the presence of the shop steward at the session. The parties further agree that neither party can present documentation of these sessions in any subsequent grievances and/or arbitrations.

Written disciplinary action notices ~~other than absenteeism/ tardiness~~ will remain in file for a period of six (6) ~~consecutive~~ months from the date of issuance, provided no ensuing discipline occurs. Should ensuing discipline occur, the removal date for all associated disciplinary action will be six (6) months from the date of the last issued discipline. ~~Written absenteeism/ tardiness will remain on file for 12 consecutive months.~~ Removal of any discipline action must be requested by the employee in writing and in accordance with the time frames above to the Chief Human Resources Officer, who agrees not to unreasonably withhold its removal.

Disciplinary suspensions will be moved from the discipline portion of the personnel file and moved to the document portion of the personnel file, and may not be subject to

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removal while an employee is actively employed. After the six (6)-or 12-month-period, as appropriate, the disciplinary document cannot be used in future disciplinary actions except to establish proof of notification of the work rule.

Any employee shall have the right to review or have a copy of their personnel file consistent with NRS statutes. An employee may write a rebuttal to any document in their file and such rebuttal will remain attached to the document. No disciplinary document or notice will be placed in the employee's file without a copy first be offered to the employee to sign.

- 3. Investigations:** An employee who reasonably believes an investigatory meeting may lead to disciplinary action against them have a right to request union representation (in accordance with United States Supreme Court Decision in NLRB v. Weingarten Inc., 420 U.S. 251 (1975)), unless the Employer states specifically the meeting will not lead to disciplinary action. The Employer will provide an employee with a maximum of twenty-four (24) hour notice, or five (5) hours if the potential violation is egregious to obtain representation. A representative attending the meeting must either be the Union Business Representative or have been previously recognized by the Union as a qualified shop steward. The unavailability of a particular union shop steward of their choice or Union Business Representative is not grounds for postponement of the interview. No employee shall be required by the Employer to resign, or to sign a confession or statement concerning his conduct.

An employee will also be entitled to be represented at meetings where disciplinary action is issued in writing. However, such meeting will not require advanced notice to the employee unless there is no qualified shop steward on site at the time of the proposed meeting.

- 6. Suspension Pending Investigation Without Pay (SPI):** The Employer may issue SPI notifications to employees for alleged violations of dishonesty, sexual harassment/assault, fighting/violence even in jest, conduct resulting in harm to coworker or guest, patient privacy violations (HIPAA), incarceration, or for issues not listed with mutual agreement with the Union. No employee shall be held in SPI status, except for reason of incarceration or unavailability, for more than seven (7) calendar days without Union and The Employer's agreement. At the time of the SPI, the Employer shall inform the employee of the reason for the SPI in writing unless initial notification is not done in person. The Employer shall provide written documentation of the SPI prior to any issued disciplinary action. When practical the Employer shall provide the Union notice of the SPI.

If the Employer finds the employee's conduct does not rise to more than a final written disciplinary action, the Employer will pay the employee for their shifts missed from their bided schedule.

If the employee is subsequently separated from employment with the Employer while on SPI, the date of termination will be the date of when the SPI was issued.

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An employee on Suspension Pending Investigation with Pay who is subsequently separated from employment with the Employer will have their date of termination be the last date in pay status.

## ARTICLE 14 Grievance and Arbitration Procedure

1. **Definition:** A grievance shall be defined as a dispute regarding the interpretation or application of the provisions of this Agreement raised by the Union or an employee, alleging a violation of the terms and provisions of this Agreement. Disputes falling under the jurisdiction of the Nevada Equal Rights Commission (NERC) shall follow the procedures outlined in Article 25.
2. **Grievance Procedure:** All grievances shall be handled exclusively in the following manner (excluding those issues which fall under the purview of Section 2 above):
  - a. **Step One:** If a member of the bargaining unit has a grievance, the employee may attempt to solve the matter with his Supervisor, then the matter shall be referred to the designated representative of the Employer in writing. Grievances involving discharge cases must be filed with the Employer within five (5) working days of the date of discharge. Grievances involving other matters must be filed with the Employer within 15 working days after the first occurrence of the event giving rise to the grievance or within 15 working days of the time the employee or the Union reasonably could have knowledge of the event. It is also agreed that the timelines start at the end of the Employers inability to rectify the potential grievance, except in discharge cases.
  - b. **Step Two:** The Employer will contact the union and request review of the Grievance within fifteen (15) working days after notification. At this meeting, the parties shall make full disclosure to each other of all facts and evidence then known to them which bear on the grievance. If the representative of the Employer and the representative of the Union are unable to resolve the grievance within ten (10) working days after meeting, and the Employer receives the written grievance as provided in **Step One**, the grievance may be submitted to arbitration by the Union giving the Employer written notice of its intent to do so within an additional ten (10) working days.
3. **Arbitration:**
  - a. A designee of the Employer and the Union shall jointly, within seven (7) working days of the receipt of the request for arbitration, request the Federal Mediation and Conciliation Services (FMCS), or if mutually agreed to the American Arbitration Association (AAA), to furnish a panel of seven (7)

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arbitrators from which the arbitrator shall be selected. The selection shall be accomplished by striking names on a rotational basis. The parties will toss a coin to determine who goes first. Both parties shall make every effort to mutually set forth the issue(s) to be arbitrated. The arbitrator will be required to issue a decision within 30 calendar days following the hearing. The decision shall be final and binding on all parties to this Agreement as long as the arbitrator does not exceed the authority set forth below and as long as the arbitrator performs all functions in accordance with the case law regarding labor arbitrators, the provisions of U.S. Uniform Arbitration Act, and where applicable, the Nevada Revised Statutes.

- b. **Arbitrator Authority:** 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 of the jurisdiction.
  - c. The fee and expenses of the arbitrator (excluding attorney's fees) shall be paid equally by the Union and the University Medical Center within 30 calendar days of the receipt of the award.
  - d. Monetary awards or settlements in favor of an employee shall be compiled within ten (10) working days from the date of such award or settlement, or in such longer period of time as may mutually be agreed upon.
  - e. In computing the time within which acts required by this Article shall be done, Saturdays, Sundays and recognized holidays under this Agreement shall be excluded.
4. **Time Limits:** It is understood and agreed that if an employee or the Union fails to abide by the time limits specified in this Article the grievance shall be invalid. Likewise, it is agreed that if the Employer fails to abide by the imposed time limits, the grievance shall be granted. The parties may mutually agree to extend time limits set for hearing the complaint. Such extension shall be in writing.

### ARTICLE 15 Uniforms and **Tools**

- 1. **Uniforms:**
  - a. The Employer will provide clean uniforms daily for the employees and the laundry of the uniforms provided shall be at no cost to the employee.
  - b. In the event the Employer fails to provide uniforms, at the beginning of the fourth week of employment and thereafter, the Employer shall be obligated to pay the sum of \$1.50 per day to each affected employee until the uniforms are received by the employee.

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- c. The employee is fully responsible for the lost or stolen uniforms and shall reimburse the Employer one half the actual cost charged the Employer by the supplier.
- d. All uniforms provided by the Employer must be returned by the employee at the time of termination. The Employer shall deduct from the final payroll check one half the actual cost of any uniform not returned to the Employer.
- e. The Employer shall replace uniforms as they become unserviceable.

### 2. **Tools:**

The Employer will provide a safe place for employees to keep their tools. The Employer shall maintain a list of all hand tools needed by trade. Each employee will be responsible for furnishing those tools which are required by trade. Tools that are broken or damaged on the job during the performance of work for the Employer shall be replaced or repaired by the Employer at no cost to the employee. The Employer shall have the responsibility for furnishing all large power and special tools.

3. The Employer, at its sole discretion, retains the right to provide and require the use of all necessary tools to perform the assigned job duties by employees covered under this Agreement.
4. ~~Each eligible permanent and probationary employee required to provide tools for his/her job shall receive a tool allowance of \$500.00 on his/her first pay check in July. Employees voluntarily leaving UMC employment between July and December shall be required to reimburse UMC the tool allowance in the amount of \$33.30 per month for each full month remaining in the contract year (July 1 through June 30).~~

The tool allowance benefit will be replaced with a one time \$0.24 increase effective the signing of this agreement for all employed bargaining unit employees.

## **Article 16 Compensation**

### 1. **Wages and Classifications:**

- a. The classifications covered under this agreement are ~~identified as~~ Apprentice Engineer, Assistant Engineer and Engineer, and ~~the duties and responsibilities of these classifications are identified prescribed in the Employer's job descriptions of the same.~~
- b. Lead Pay: Engineers designated to function as a lead on a shift shall be paid a premium of five percent (5%) over an Engineer for all hours worked as a lead



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on the shift. In addition to the duties of an Engineer, it is the responsibility of a lead to assist management in the planning and oversight of the daily operations and activities of the Engineer which he/she has been assigned. The lead provides administrative and technical support as directed by department management. While the lead shares responsibility for the effective performance of engineers assigned to him/her, he/she will not issue discipline or discharge notices. The lead will be expected to report unsatisfactory performance or conduct of engineers on his/her shift to departmental supervision.

- c. Effective the first full pay period following the ratification of this Agreement, with retroactive payment back to **July 1, 2021**, each employee employed in the bargaining unit at the time of ratification within the Assistant Engineer or Engineer classifications will receive a one-time wage adjustment increase of four and one-half percent (4.5%) bringing them to the new base hourly rate identified below:

Assistant Engineer – Thirty -four dollars and sixty cents (\$34.60)  
Engineer – Thirty-six dollars and ten cents (\$36.10)

- d. Effective the second full pay period following the ratification of this Agreement, with retroactive payment back to **July 1, 2022**, each employee employed in the bargaining unit at the time of ratification within the Assistant Engineer or Engineer classifications will have a one-time wage adjustment increase of three percent (3.0%) bringing them to the new base hourly rates identified below:

Assistant Engineer – Thirty -five dollars and sixty four cents (\$35.64)  
Engineer – Thirty-seven dollars and eighteen cents (\$37.18)

- e. Effective the third full pay period following the ratification of this Agreement, with retroactive payment back to **July 1, 2022**, each employee employed in the bargaining unit at the time of ratification within the Assistant Engineer or Engineer classifications will have a one-time wage adjustment increase of sixty-four cents (\$0.64) bringing them to the new base hourly rates identified below:

Assistant Engineer – Thirty -six dollars and twenty-eight cents (\$36.28)  
Engineer – Thirty-seven dollars and eighty-two cents (\$37.82)

- e.f. Future Annual Increases

- i. Effective the first full pay period following the ratification of this Agreement, with retroactive payment back to **July 1, 2023**, the existing hourly base pay rate as of June 30, 2023 for each employee employed in the bargaining unit at the time of ratification within the Assistant Engineer or Engineer

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classifications, will increase for the Assistant Engineer & Engineer classifications by three percent (3%) bringing them to the new base hourly rates identified below:

Assistant Engineer – Thirty-seven dollars and thirty-seven cents (\$37.37)

Engineer – Thirty-eight dollars and ninety-five cents (\$38.95)

- ii. Effective the first full pay period following the ratification of this Agreement, Employees within the Assistant Engineer & Engineer classifications hired on or before July 1, 2023, and who remain employed at the time of payment, will receive a one-time lump sum ratification bonus of seven hundred and fifty dollars and no cents (\$750.00), less appropriate withholdings, which shall not be added to base pay.
- iii. Effective the first full pay period following **the ratification of this Agreement**, the existing employees in the bargaining unit as of the date of Ratification shall receive a one-time merit adjustment to their hourly base pay rate as of June 30, 2023, increasing it for the Assistant Engineer & Engineer classifications by two percent (2%) for those employees that received a rating of two point nine (2.9) or better on their annual performance evaluation for the fiscal year 2022 (July 1, 2021 through June 30, 2022). A bargaining unit employee receiving a rating of three (3) or worse on their fiscal year 2022 annual performance review will not be eligible to receive the two percent (2%) one-time merit adjustment.
- iv. Effective the first pay period following July 1, 2024, the existing hourly base pay rate as of June 30, 2024 for each employee employed in the bargaining within the Assistant Engineer or Engineer classifications, will increase for the Assistant Engineer & Engineer classifications by three percent (3%)
- v. Effective July 1, 2024, Assistant Engineer & Engineer bargaining unit employees who received a score of two point nine (2.9) or better on their fiscal year 2023 annual performance review, beginning July 1, 2022, through June 30, 2023, shall receive a one-time merit adjustment increase to their current hourly base pay rate of two percent (2%) in the first full pay period following July 1, 2024. A bargaining unit employee receiving a rating of three (3) or worse on their fiscal year 2023 annual performance review will not be eligible to receive the two percent (2%) one-time merit adjustment.
- vi. Effective the first full pay period following July 1, 2025, the hourly base pay rate as of June 30, 2025, will increase for the Assistant Engineer & Engineer classifications will be adjusted by the annual percentage increase to CPI-U all items in West-Size Class B/C, All Urban Consumers, not seasonally adjusted (Series ID CUURN400SA0) for the calendar year ending December 2024.

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The adjusted percentage increase in salary schedules shall be a minimum of two (2%) and a maximum of three (3%). The adjusted percentage increase is based on U.S. Bureau of Labor Statistics data (<https://data.bls.gov/timeseries/cuurn400sa0>).

- vii. Effective July 1, 2025, Assistant Engineer & Engineer bargaining unit employees who receive a score of two point nine (2.9) or better on their fiscal year 2025 annual performance review, beginning July 1, 2024, through June 30, 2025, shall receive a one-time merit adjustment increase to their current hourly base pay rate of two percent (2%) in the first full pay period following July 1, 2025. A bargaining unit employee receiving a rating of three (3) or worse on their fiscal year 2025 annual performance review will not be eligible to receive the two percent (2%) one-time merit adjustment.
- viii. The base wage rate for any person hired into the bargaining unit as an Assistant Engineer after July 1, 2024, shall be equivalent to the base rate of the lowest paid Assistant Engineer in the bargaining unit as of the person's date of hire. The base wage rate for any person hired into the bargaining unit as an Engineer after July 1, 2024, shall be equivalent to the base rate of the lowest paid Engineer in the bargaining unit as of the person's date of hire.
- ix. The Parties agree that rate of pay will be adjusted in accordance with Article 22, Retirement Contributions.
  - ~~b. Effective July 1, 2016, the rate of pay for an Engineer shall be \$32.69 per hour (two and a half percent (2.5%) cost of living increase from the rate of pay in effect June 30, 2016. The rate of pay for an Assistant Engineer shall be eighty five percent (85%) of the Engineer rate of pay.~~
  - ~~c. Effective July 1, 2017, the rate of pay in effect for an Engineer on June 30, 2017, shall be increased by two percent (2%) across the board. The rate of pay for an Assistant Engineer shall be eighty five percent (85%) of the Engineer rate of pay.~~
  - ~~d. Effective July 1, 2018, the rate of pay in effect on June 30, 2018, shall be increased by two percent (2%) across the board. The rate of pay for an Assistant Engineer shall be eighty five percent (85%) of the Engineer rate of pay.~~
  - ~~e. The union may request by February 1, 2019 to reopen this Article for the sole purpose to negotiate and agree upon any cost of living adjustment to be effective July 1, 2019, through June 30, 2020.~~
  - ~~f. Engineers hired after the signing of this agreement shall be hired in at a rate equivalent to one dollar (\$1.00) less per hour than the Engineer rate. After completion of one (1) year of employment in that classification, the employee~~

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~~shall receive the Engineer rate effective as of that date. Assistant Engineers hired after the signing of this agreement shall be hired in at a rate equivalent to one dollar (\$1.00) less per hour than the Assistant Engineer rate. After completion of one (1) year of employment in that classification, the employee shall receive the Assistant Engineer rate effective as of that date.~~

### 2. Apprentice Pay:

1. Should the Employer continue to employ 10 or more bargaining unit eligible employees, excluding apprentices, the Employer shall employ at least one (1) apprentice engineer:
2. A new apprentice Employee will start at 60% of the current Engineer rate of pay as follows:
  - a. First six months – 60% of Engineer rate
  - b. Second six months – 65% of Engineer rate
  - c. Third six months – 70% of Engineer rate
  - d. Fourth six months – 75% of Engineer rate
  - e. Fifth six months – 80% of Engineer rate
  - f. Sixth six months – 85% of Engineer rate
  - g. Seventh six months – 90% of Engineer rate
  - h. Eighth six months – 95% of Engineer rate
  - i. Thereafter – Engineer rate of pay

An apprentice employee who is not a 1<sup>st</sup> year apprentice shall receive the appropriate rate of pay (range penetration) based on the formula above, with credit given for previous apprenticeship time.

### 3. Licenses and Certifications:

1. The Union and Employer recognizes that it will be mutually beneficial for employees to possess certain licenses and certifications. For each initial or renewal of a license/certification identified below obtained after the signing of this agreement, the employee shall be paid a bonus:
  - a. NEC/ICC Card (Clark County recognized electrical competency card) -- \$300
  - b. Plumbing Card -- \$300
  - c. Backflow Prevention Tester Certification -- \$350
  - d. EPA Card -- \$250
  - e. OSHA 10/10 or OSHA 30/30 -- \$200 (will not pay for both)

The employer may consider an employee's licenses or certifications, or lack thereof, whenever making any determination under this Agreement related to an employee's "skills and abilities".

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2. To receive the bonus, the employee must show the Employer the renewed card and the Employer will make a copy of the card. The bonus will be processed within 30 days of receipt of the card.
3. The parties agree to the concept of a reward based compensation for non-renewable certifications. The parties agree, after signing of this agreement, to meet to work out the details of the process and create a memorandum of understanding that will be an addendum to this agreement.

### **ARTICLE 17 Bulletin Boards**

The Employer shall provide the Union with a lockable glass enclosed bulletin board (no smaller than 2' by 3') to be mounted in a non-public area where bargaining unit members congregate, and where they can be easily seen and the contents read. Such bulletin boards will be used to convey relevant Union information to the bargaining unit members and all postings on the boards are to bear either the signature of a Union Representative or the Union logo. The Employer will provide keys to the Union but will maintain a master copy.

### **ARTICLE 18 Layoff and Recall 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 to be affected by a layoff is a management right. The Employer and the Union agree that layoff and recall of personnel as it pertains to employees covered under this Agreement shall be prescribed below. Upon any layoffs, the Employer shall meet and confer with the Union to discuss the impact of the layoffs on the bargaining unit.

#### 1. **Layoff Procedure:**

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

- a. Probationary employees; then,
- b. Employees in the targeted classifications based on seniority date with the least senior employee being laid off first and so on until the number of layoffs needed have occurred.

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

### 2. **Recall Procedure:**

Any regular status employee laid off under this Article shall have his/her name placed on the appropriate recall list as determined by the following:

- a. Employees who have completed:
- b. Probation thru the completion of fifty nine (59) months of service to = one (1) year recall period
- c. Sixty (60) months or more months of service = two (2) year recall period
- d. Human Resources will maintain the official recall list. Any employee who has been laid off shall be notified through certified mail, return receipt requested, at their last known address, of an offer of recall and shall, within twenty-one (21) calendar days of receipt, respond affirmatively in person to the Chief Human Resources Officer of acceptance of the offer of recall. Failure to respond within the twenty-one (21) calendar day period will constitute waiver of the right to recall and that person will be removed from the recall list. An employee must be available for work within fourteen (14) calendar days of acceptance of the offer. The Employer agrees to notify the Union office at the same time the laid off employee is notified of the recall.
- e. When positions become available personnel who have been laid off shall be recalled in inverse order of layoff.
- f. Upon recall after layoff, the time that the person was on layoff shall be counted as a break in service; however, the employee, upon return, shall resume accruing all benefits at the same level as at the time of layoff or its equivalent.

### **ARTICLE 19 Rewards and Incentives**

1. The parties agree that the Employer may choose to provide additional rewards and incentives programs which will not be considered matters of mandatory bargaining. The Employer agrees to notify the Union of any such programs and the impact of the program on bargaining unit employees.
2. These rewards and incentives programs may include, but are not limited to the following:

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- a. Bonuses and/or benefits for team and/or individual accomplishments.
  - b. Implemented suggestions resulting in substantial cost savings to the Employer.
  - c. Additional compensation for career accomplishments and/or additional specialized certifications.
3. Notwithstanding other Sections of this Article and at the Employer's sole discretion, the administrative division head may approve a special merit increase or salary adjustment.

### ARTICLE 20 Group Insurance

1. **Group Insurance:** The first of the month following 60 days of continuous employment, the eligible employee shall be covered by the Employer's Group Health Plan. The employee shall pay premium rates in effect on the date of this Agreement, recognizing the two tier system in place at that time and shall pay 20% of any premium increase. The balance of the monthly premium shall be paid by the Employer. The employee may elect to cover eligible dependents through payroll deductions.
2. **Dental Insurance:** Eligible employees covered by this Agreement shall be granted the same Dental Insurance coverage provided to other hourly (non-FLSA Exempt) employees of the Hospital.
3. **Insurance Premiums:** Insurance premium contributions made by Employer on behalf of employees subject to this Agreement shall be made in the same manner and in the same amounts as the Employer contributes on behalf of other hourly (non-FLSA Exempt) employees of the Hospital.
4. In the event that federal health care reform legislation becomes effective during the term of this Agreement, which imposes obligations on the parties requiring modification of the health and welfare provisions of this Agreement, it is agreed that the parties will immediately meet to negotiate appropriate modifications.

### ARTICLE 21 Longevity

1. **Longevity Bonus:** All regular full-time employees hired prior to June 6, 2017 ~~signing of this agreement~~, shall be entitled to longevity pay in addition to their base salary upon completion of eight (8) full years of creditable service. Employees hired into the Employer service under this agreement on or after ~~the date of the signing of this agreement~~ June 6, 2017 shall be ineligible for the longevity benefit.

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All other employees covered by this agreement prior to the date of the signing of this agreement shall remain eligible for the longevity benefit. Specifically, employees eligible but not receiving payment ~~at the date of the signing of this agreement~~ as of June 6, 2017 shall receive the longevity benefit and eligibility for such shall be maintained upon promotion, transfer or demotion into a non-Union position and in the event an employee is recalled to employment in accordance with Article 18, Layoff and Recall Procedure.

a. **Creditable Service for Longevity Computation:**

1. All periods of continuous regular full-time and regular part-time employment with the Employer shall be considered as creditable service for the purpose of computing longevity eligibility service. Upon completion of eight (8) full continuous years of creditable service (depending upon date of hire), eligible employees shall be entitled to longevity pay in addition to his/her base salary. Overtime pay or compensatory time or other premium pay shall not be considered in the calculation of longevity pay.
2. Probationary employees, however, are not eligible for the longevity bonus at any time.
3. Any period in which an employee, while employed by the Employer 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.

2. **Application:**

- a. The longevity payment 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 and payment included in the final payroll check.
- b. Longevity rates for eligible full-time employees shall be .57 of 1% of the base salary for each year of creditable service. All part-time employees will be paid at the rate of \$40.00 per year for all part-time service regardless of annual salary. All employees classified as working 72 hours per pay period are considered full-time for eligibility purposes.

3. **Non-Creditable Service for Longevity Computation:**

- a. Any period that an employee is on any leave of absence without pay over a period of 30 consecutive calendar days in a calendar year, will be deducted



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from the creditable service for longevity pay, regardless of the reason for the unpaid leave period.

- b. Any period that an employee is laid off, regardless of length of absence, shall be deducted from the creditable service for longevity pay.
  - c. Upon termination from the Employer, for any reason except layoff, the full or part-time employee forfeits all previous service credits for longevity. If an eligible employee is laid off and subsequently recalled pursuant to Article 18 of this Agreement, his/her creditable service shall be adjusted for the period of lay off, regardless of duration, on a calendar day for calendar day basis.
4. The Employer agrees that for a period of eight (8) years from June 6, 2017 ~~the date of the signing of this Agreement~~, the Employer will not request to open Article 21, Longevity, for negotiation.

### ARTICLE 22 Retirement Contributions

1. The Employer 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. Any increases in the percentage rate of the retirement contribution above the rate set forth in NRS 286.421 on May 19, 1975, shall be borne equally by the Employer and the employee in the manner provided by NRS 286.421. Any decrease in the percentage rate of the retirement contribution will result in a corresponding increase to each employee's base pay equal to one half (1/2) of the decrease. Any such increase in pay will be effective from the date the decrease in the percentage rate of the retirement contribution becomes effective.
2. The Union hereby agrees to be bound by the Public Employees Retirement System of the State of Nevada which is the current existing retirement program for employees in the bargaining unit and agree to be bound by any changes the State may make in the Program.
3. The term "retirement contribution" does not include any payment for the purchase of previous credit service on behalf of any employee.

### ARTICLE 23 Apprenticeship and Training Program

1. **Agreement and Declaration of Trust:** The Employer shall become a party to the Agreement and Declaration of Trust establishing the Southern Nevada Operating Training Trust Fund.
2. **Contributions:**

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- a. Effective September 1, ~~2016~~ 2021, and yearly thereafter the Employer will ~~continue to contribute to the Southern Nevada Operating Engineers and Training Trust fund five hundred eighty two dollars and forty cents (\$582.40)~~ Seven hundred and thirty eight (\$738.00) Dollars multiplied by the number of Operating Engineers bargaining unit members on the payroll of the Employer effective the thirtieth (30<sup>th</sup>) day of June immediately preceding.
- ~~b. Effective September 1, 2017, the Employer shall increase the amount paid by Forty One Dollars and Sixty Cents (\$41.60), and remit to the Southern Nevada Operating Engineers Apprenticeship and Training Trust hundred and twenty four dollars (\$624.00) Fund multiplied by the numbers of Operating Engineers on the payroll as of the thirtieth (30<sup>th</sup>) day of June immediately preceding.~~
- ~~c. Effective September 1, 2018, the Employer shall increase the amount paid by Forty One Dollars and Sixty Cents (\$41.60), and remit to the Southern Nevada Operating Engineers Apprenticeship and Training Trust Fund six hundred sixty five dollars and sixty cents (\$665.60) multiplied by the numbers of Operating Engineers on the payroll as of the thirtieth (30<sup>th</sup>) day of June immediately preceding.~~
- ~~d. Effective September 1, 2019, the Employer shall increase the amount paid by Forty One Dollars and Sixty Cents (\$41.60), and remit to the Southern Nevada Operating Engineers Apprenticeship and Training Trust Fund seven hundred seven dollars and twenty cents (\$707.20) multiplied by the numbers of Operating Engineers on the payroll as of the thirtieth (30<sup>th</sup>) day of June immediately preceding.~~
- ~~e. b.~~ Eligible employees should attend training at least once within a two (2) year period. If no such training is conducted or no employee(s) attend, the employer may discontinue participating and making contribution to this fund. It is agreed upon that if necessary and operationally possible, shifts may be adjusted to accommodate any employee attending such training.

### 3. **Employment of Apprentices:**

- a. Should the Employer employ and continue to employ 10 or more bargaining unit eligible employees, excluding apprentices, the Employer shall employ at least one (1) apprentice engineer.

### 4. **Annual Leave and Employment of Apprentices:**

- a. **Scheduling Annual Leave for Apprentices:** The parties agree that apprentices shall be assigned annual leave periods independent of the seniority of other eligible full or part time journey level employees. Further,

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that where more than one apprentice was employed, the annual leave period of apprentices would be assigned by seniority between or among the several apprentices. Annual leave accruals are identified in Article 7 of this Agreement.

- b. **Employment of Graduating Apprentices:** The parties agree that the Employer retains the sole and exclusive right to determine whether to employ an apprentice in ~~a journey level~~ the Engineer classification position following completion and graduation from the apprenticeship program. It is further agreed that, if the employer does elect to employ a graduating apprentice in the Engineer classification ~~a journey level position~~, the seniority of the apprentice will be computed from his/her last date of hire as an apprentice at the Employer.
- c. The parties agree that in order to preclude or minimize friction between journey level employees and apprentices, the Employer shall make every reasonable effort to anticipate the availability of positions for graduating apprentices that the Employer intends to retain in a journey level classification. If the Employer is confronted with a vacancy which requires the skills and abilities of a journey level employee, and which is required to be filled several months prior to graduation, the Employer shall request the Union to furnish a journey level temporary to fill the temporary vacancy. This provision is an exclusion to the issue of temporaries identified in the recognition. The object of this procedure is to avoid giving the newly hired temporary journey level employee the understanding that he/she had a regular full or part time position, only to displace him/her upon graduation of the apprentice.
- d. The Apprenticeship program is a four (4) year indentured training program as authorized in NRS 610.

### **ARTICLE 24 General Savings Clause**

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

### **ARTICLE 25 Equal Opportunity/Discrimination Clause/Hearing Process**

- 1) **Equal Opportunity/Discrimination Clause:**

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- a. The Employer and the Union shall each apply the provisions of this agreement equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, sexual orientation, age, disability, national origin, genetic information, or gender identity/expression; in addition, the Union and the Employer encourage will act affirmative action in recruitment, hiring, training, and the treatment of employees in compliance with the Employer's affirmative action plan Equal Opportunity, Non-Discrimination and Anti Harassment Action Plan (EONAAP). Matters for which the Nevada Equal Rights Commission (NERC) and/or the Equal Employment Opportunity Commission (EEOC) have jurisdiction will not be addressed through the grievance process.
- b. Allegations of discrimination must be identified before step 1 of the grievance process so that a timely investigation may be conducted.
- c. In the investigation of a complaint ~~UMC's~~ the Employer's Equal Opportunity Program (~~EOP~~) Manager (~~EOPM~~) will use the formal process outlined in ~~UMC's the Employer's Equal Opportunity/Affirmative Action Plan (EOAAP) (EONAAP)~~, as printed at the time of the signing of this agreement.
- d. Any employee covered by the terms of this Agreement who is requested to provide testimony in connection with an investigation will be provided 24 hours advanced notice of the meeting. The employee who is being charged or investigated, at his/her request, may have a union representative accompany him/her to the interview and any other applicable meetings regarding the incident being investigated, including any step of the disciplinary process. However, the unavailability of a particular ~~the~~ Union representative of his/her choice is not grounds for postponement of the interview.

### 2. Hearing Process:

- a. **Definition:** An ~~EOAAP grievance~~ EONAAP – related complaint shall be defined as a dispute regarding the interpretation or application of the provisions of this Agreement raised by the Union or an employee, alleging a violation of the terms and provisions of this Agreement. Disputes falling under the jurisdiction of the ~~Nevada Equal Rights Commission (NERC)~~ NERC, and/or the EEOC, and the EOPM shall follow the procedures outlined in Section 2 of this Article.
- b. **NERC/EOP Procedures:**
  1. Allegations of discrimination ~~and/or~~ including sexual harassment must be identified not later than the conclusion of the step 1 meeting of the grievance process in Article 14, so that a timely investigation may be conducted.

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2. In the investigation of a complaint the EOP Manager shall use the processes outlined in the ~~UMG~~ the Employer's EONAAP Equal Opportunity/Affirmative Action Plan (EOAAP), based on the nature of the complaint.
- ~~3. Any employee covered by the terms of this agreement who is requested to provide a statement or testify in connection with an investigation, or is the subject of the investigation/complaint will be provided 24 hours advanced notice of the meeting. The employee who is being charged or investigated, at his/her request, may have an official Union Representative or Steward accompany him/her to the interview and any other applicable meetings regarding the incident being investigated, including any step of the disciplinary process. However, the unavailability of a specific Union Representative is not grounds for postponement of the interview.~~
4. 3. Grievances on those matters for which the NERC/~~EEOC~~ or the ~~EOPM Manager~~ have jurisdiction, will be referred to and processed by the ~~EOPM Manager~~ for investigation, pursuant to EONAAP ~~EOAAP~~. If discipline results from the investigation, the employee(s) shall be eligible for the Grievance Procedure (Section 2) in Article 14, and then through the external hearing officer process pursuant to Section 3 of this article.

### 3. External Hearing Officer:

- a. The external hearing officers used in this section shall be appointed jointly by both parties in the following manner:
  1. Within 30 calendar days from the ~~ratification~~ notification of the need to use this section of this agreement, the parties shall jointly request of the federal mediation and conciliation services (FMCS), or if mutually agreed to the American Arbitration Association (AAA), a panel of nine (9) arbitrators that have expertise in the application and interpretation of civil rights laws, including but not limited to, the Civil Rights Act of 1964 and the Americans with Disabilities Act of 1990.
  2. Within fourteen (14) calendar days of receipt of the panel referenced in Section a. above, the parties shall meet and confer for the purpose of each party striking two (2) names from the list, in turn, with the Union striking first, until five (5) names remain.
  3. The five (5) remaining arbitrators shall comprise a permanent panel of hearing officers for the express and sole purpose of hearing NERC/EOAAP grievances under this section. In the event that sufficient arbitrators from the initial list are not available, the parties shall repeat the process as described in Section (2) above.

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4. The fees for the external hearing officer shall be borne equally by both parties. Expenses incurred by either party in the preparation or presentation of its case are to be borne by the party incurring such expense.
- b. When conducting the hearing, the external hearing officer must render a decision based upon whether:
  1. The employee committed the offense; and
  2. The administered discipline was commensurate with the severity of the infraction; and
  3. The discipline administered was appropriate under the applicable civil rights law(s).
- c. The external hearing officer shall have thirty (30) calendar days from the conclusion of the hearing, in which to render a written decision either upholding the discipline, modifying the discipline, or reversing the discipline and provide written justification to support his/her decision using the following format: 1) introduction (describing the issue(s) in dispute, and the position of the parties); 2) review of the pertinent facts presented in the case (by both parties); 3) conclusion; and 4) findings (decision).
- d. The decision of the external hearing officer shall be binding on the parties to the extent provided by law.

### ARTICLE 26 Safety

1. **Employer Safety:** The Employer and its management team will comply with all safety standards prescribed by all applicable federal, state and local regulations insofar as such standards are applicable to the employees covered by this Agreement and will not require an employee to work under hazardous conditions without providing such safeguards as are consistent with well-established safety practices.
2. **Employee Safety:** Employees are required to comply with all safety policies and practices established by the Employer and to cooperate with the Employer in the enforcement of safety measures—and to immediately report all unsafe requests by managers to the safety officer,
3. **Safety Committee:** One bargaining unit member selected by the Union shall be eligible to serve on the hospital's existing Health and Safety Committee or equivalent committee. The frequency and purpose of the meeting is set by

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hospital policy or procedure and local, state, or federal law. Disputes over the function and actions of the Health and Safety Committee are not subject to resolution under Article 14.

4. **Personal Protective Equipment (PPE):** The Employer shall provide the employees with any PPE required under any federal or state law, or local law to perform work.
5. The Employer will make cleaning facilities, and temporary replacement clothing available to any employee exposed to bi-hazardous material.

### ARTICLE 27 Employee Deductions

1. **Dues:** The Employer will check-off and remit Union monthly dues and initiation fees of bargaining unit employees who have executed and furnished to the Union a payroll deduction authorization form. The Employer will provide to the union a listing of bargaining unit employees pay rates after the application of any across the board pay increases.
2. **Changes:** The Union will certify to the Employer in writing the current rate of membership dues. The Union will notify the Employer of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.
3. **Indemnification:** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits and other forms of liability which shall arise out of or by reason of action taken or not taken by the Employer at the request of the Union under the terms of this Article.

### ARTICLE 28 Acting Higher Classification Pay

1. An employee who is requested by a supervisor or manager and agrees, either verbally or in writing, on a temporary basis, to perform the full duties and responsibilities of a higher classification for one or more full work shift(s) shall be paid as indicated in Section 2 below. A bargaining unit employee cannot assign another bargaining unit employee to perform higher classification work, unless that employee is acting in the capacity of a supervisor or manager pursuant to this Article.
2. An eligible employee will receive an additional 4% of his/her base hourly rate or entry of the higher classification's salary range, whichever is greater, for all hours worked in the higher classification, including any applicable shift differential pursuant to Article 5 of this Agreement.

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- a. Should the employee use sick leave or annual leave, or any other type of leave as defined in Article 9, Miscellaneous Leave Article, he/she shall receive his/her regular rate of pay for the duration of the absence.
  - b. Should a holiday fall during the acting assignment and the employee works the last working day prior to the holiday and the next working day after the holiday in the acting position, then he/she shall receive holiday pay at the acting rate. However, if the employee does not work the last working day prior to the holiday or the first working day after the holiday in the acting capacity, then he/she shall receive his/her regular holiday pay.
3. When a supervisor and an eligible employee agree that the employee shall perform the full duties and responsibilities of the higher classification, the supervisor shall complete the personnel action form and submit it to payroll for payment. Acting assignments greater than 30 calendar days must be authorized by the administrator or his/her designee.
  4. Should an employee be asked and accepts the assignment to act as a supervisor or manager, he/she retains all rights under this collective bargaining agreement during the acting assignment.
  5. The acting assignment shall not exceed 90 calendar days. Any extension thereof, shall require the Employer to notify the Union of any such extension, the reasons for the extension, and the probable duration of the extension.

### **ARTICLE 29 Drug and Alcohol Testing Substance Abuse Policy**

~~The parties agree that the Substance Abuse Policy for this agreement shall mirror the Employer's SEIU Local 1107 October 7, 2014 – June 30, 2016 contract, Article 36 as it was printed at the time of that agreement.~~

~~The Employer shall provide a copy of the policy to all employees covered by this Agreement. The Employer will also provide in-servicing training to the employees covered by this Agreement of said policy after the ratification of this agreement.~~

### **POLICY ON DRUG AND ALCOHOL FREE WORKPLACE**

It is the policy of University Medical Center and the Union, 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 UMC the Employer's valuable workforce.



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While the Employer will be supportive of those who seek help voluntarily, the Employer 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:** ~~UMC~~ the Employer's and the Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- b. **Deterrence:** ~~UMC~~ the Employer and the 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 of employment.
- d. **Treatment:** ~~UMC~~ The Employer's and the 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:**

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

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## **Alcohol**

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate suspension pending 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 suspension pending 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 suspension pending termination and may be placed on a Last Chance Agreement when the consumption of alcoholic beverages is at a time proximate to his or her work time, has an adverse effect on his or her work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others, ~~UMC~~ the Employer the Employer, 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 or 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 suspension pending termination.
- d. The felony conviction of an employee as a result of alcohol while off The Employer's premises and not on duty shall be cause for disciplinary action up to and including suspension pending 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 suspended pending termination 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.
- c. Whenever an employee is taking a drug which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor who shall notify the Employee Health

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Nurse by providing written notice of the prescribed medication. An employee who fails to notify his/her supervisor may be subject to disciplinary action. Supervisors through consultation with the Employee Health Nurse shall ensure that employees are not placed in capacities that may jeopardize the safety of others. The supervisor and the Employee Health Nurse are required to maintain the confidentiality of the employee's medical information. If the employee changes supervisors (either through transfer, promotion or demotion of the employee) the employee is responsible for notifying his/her new supervisor of any prescription medications the employee is taking. In the event there is a transition period between an outgoing and a new supervisor, the former supervisor shall be responsible for notifying the new supervisor of the employees who are on prescription medication. In the event there is no transition period, the employee shall be responsible for notifying his/her new supervisor. The new supervisor shall be responsible to consult with the Employee Health Nurse to determine if the prescribed medications inhibit the employee's ability to work safely.

- d. The possession or use of illegal drugs while off ~~UMC~~ the Employer the Employer's 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 ~~UMC~~ the Employer the Employer'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 or 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 suspension pending termination.
- f. The felony conviction for the possession or being under the influence of illegal drugs while off The Employer's premises and while not on duty shall be cause for disciplinary action up to and including suspension pending termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate suspension pending termination and with no Last Chance Agreement.
- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than seven (7) calendar ~~five (5)~~ days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action.

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## **Drug and Alcohol Testing**

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

### **1. Pre-Employment:**

UMC 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 specified 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 when there is:

- a. property damage that exceeds \$500, and/or
- b. personal injury.

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

- a. Any supervisor evaluating an employee for reasonable cause shall complete the University Medical Center "Observation/Incident Report." The Observation/Incident Report shall/must be sent to the appropriate Department Head and Human Resources. Supervisors and managers shall not be permitted to use this policy as a vehicle to harass employees.

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Supervisors and managers shall be subject to the disciplinary process up to and including suspension pending 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 thirty (30) minutes due (1) to the lack of another available supervisor on shift in the facility and/or (2) 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 shall advise him/her of his/her right to have a Union representative prior to testing and allow the same thirty (30) minutes for a Union representative to appear. If mitigating circumstances warrant, such as the unavailability of a Union representative, the supervisor shall 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 the supervisor will, as soon as possible, contact a Union and ~~UMC~~ the Employer authorized pathology laboratory to dispatch the mobile phlebotomy department to conduct toxicology collection(s) for a drug and alcohol screening. The supervisor must and the Union may, at the employee's request, remain with the employee at the collection site until the test sample is collected; arrangements will be made to have the employee transported home. The employee shall be instructed by the supervisor, that in the event the sample returns negative, that the employee will be reimbursed for the costs of a taxi-cab from the employee's home back to ~~UMC~~ the Employer to retrieve his/her vehicle, provided the employee returns on a day other than the day tested and he/she provides the original taxi-cab receipt to his/her supervisor. 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.~~ In the event of a positive breath alcohol test, the employee shall have ten (10) minutes from when the positive test result is shared with the Supervisor, the employee, and the Union Representative (as applicable) to request a blood alcohol test. If the request is made within ten (10) minutes, the employee will be immediately transported to an authorized collection site and participate in the testing process. If the request is not made within ten (10) minutes, the test result

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will be considered positive and the rest of Article 29 provisions will apply. 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. The supervisor shall 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 (CAL, EIB, Leave Without Pay) until ~~UMG~~ the Employer receives the test results. If the test is negative, ~~UMG~~ the Employer will make the employee whole.
- f. The results will be delivered ~~by mail or carrier~~ electronically to Human Resources. Positive test results will be sent to a medical review officer prior to any further action by ~~UMG~~ the Employer. The employee will be notified of the results and a copy will be made 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 breath alcohol or blood breath alcohol (if requested) content is .08 percent or greater, ~~or the limit specified in NRS 484.0135 or other applicable law if less than .08 percent.~~ However, ~~if~~ in the event an employee's breath alcohol or blood breath alcohol level tests less than .08 but greater than or equal to .05, the employee shall not be considered positive, but shall be required to seek assistance through the employee assistance program. Tests resulting in a value of less than .08 but greater than or equal to .05, shall not be subject to discipline or random drug testing.
- g. After being notified of this section of this Agreement, a 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.
- h. At the time of the collection of the drug test specimen, the employee may request to have a second sample taken at an alternate facility approved by the Employer, at the Employer's expense. The employee will be immediately transported to that location and participate in the testing process. The test result more favorable to the employee will be used to determine the appropriate employment action under this Article.

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### Disciplinary Procedures for a Positive Drug and/or Alcohol Test:

1. A positive drug and/or alcohol test requested as a result of an accident which causes injury to a person or property damage will be cause for disciplinary action in accordance with Section 3 below.
2. A test resulting in a positive screen 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 the Medical Review Officer (MRO), within twenty- four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below; and
  - c. before the employee may return to work, the employee must provide the Department Head with a return-to-duty statement form from the prescribing physician or licensed/certified rehabilitation and treatment program provider. The return-to-duty statement form must be a signed statement indicating whether an employee is 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 drug or the abuse and/or misuse of a legal drug or controlled substance will result in the following action:
  - a. **First offense:** Unless previously specified as an infraction resulting in immediate suspension pending termination, the employee will receive a suspension 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.
  - b. Before the employee may return to work, the employee must provide the Department Head with a return-to-duty statement form from the prescribing physician or licensed/certified rehabilitation and treatment program provider releasing the employee to return to work. The return-to-duty statement form must be a signed statement indicating whether an employee is able to return to work and perform regularly assigned job duties without restriction or limitation. If the employee is restricted from

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performing regularly assigned duties, the return-to-duty statement form must also identify the employee's restrictions. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement form with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.

- c. **Second offense:** The employee will be suspended 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 suspension pending 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 return-to-duty statement form the prescribing physician or licensed/certified rehabilitation and treatment program provider releasing the employee to work. The return to duty statement form must be a signed statement indicating whether an employee is able to return to work and 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 sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement from with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.
  - b. **Second offense:** Unless previously specified as an infraction resulting in immediate suspension pending 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.
  - c. **Third offense:** The employee will be suspended pending termination.

### **Last Chance Agreement:**

Refusal to sign or comply with 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 Last Chance Agreement shall require at least the following:

1. The employee to contact the Employee Assistance Program within seven (7)



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calendar ~~five (5) working~~ days of employee notification of a positive drug or alcohol test.

2. The Employee Assistance Program will assess and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee, at the employee's option. The employee will be encouraged to seek treatment, but the decision to seek treatment is the responsibility of the employee.
3. Return-to-duty statement form signed by the prescribing physician or state licensed/certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within sixty (60) calendar days of the drug test date. Failure to provide a return-to-duty statement form with respect to their substance abuse problem within sixty (60) calendar days will result in disciplinary action up to and including suspension pending termination.
4. 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.

### **Confidentiality:**

With the exception of the laboratory testing facility, the Director, Human Resources Operations (for labor and workers' compensation incidents), and the tested individual, 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, but not limited to court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, the 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 ~~UMC~~ the Employer Human Resources.

Violation of the confidentiality of an employee shall result in discipline, up to and including suspension pending termination regardless of bargaining unit status. Notification of non-compliance with Last Chance Agreement between any involved parties is not considered a violation of the confidentiality clause.

### **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

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only the policy and procedures of this drug and alcohol program but of the programs available to them which promote wellness and safety. Supervisor training will be made available; individual consultation by the Employee Assistance staff will be available upon request.

## 1. **Supervisor**

### **Training: Topics**

include:

- a. Developing working knowledge of drug and alcohol policy and drug testing procedures.
- b. Developing working knowledge of impact of substance abuse in the workplace.
- c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards.
- d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees.
- e. Becoming knowledgeable in available resources and procedures for referral such as the Employee Assistance Program.
- f. Learning 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 drugs.
- e. The Last Chance Agreement.

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- f. Confidentiality and its application in the drug and alcohol policy.

### **Other Laws, Statutes or Regulations:**

~~University Medical Center~~ The Employer is committed to providing reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as disabled under federal and state law.

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) and any amendments thereto, shall control in the event of any conflict with the provisions of this policy.

### **Qualifications**

Employee Assistance Program (EAP): the program will assess and recommend the appropriate level of treatment and provider options. EAP personnel shall have the required minimum licensing and certification and ~~UMC~~ the Employer shall inform the Union of the incumbent's licenses and certifications.

~~UMC~~ The Employer shall notify the Union with the identity of the current EAP personnel.

Medical Review Officer (MRO): the MRO must be a physician licensed in the State of Nevada and ~~UMC~~ the Employer shall keep the Union notified of the identity of the current MRO.

## **ARTICLE 30 MAINTENANCE OF SKILLS**

- ~~1. **Intent:** It is the intent of the Union and the Employer to ensure that eligible staff members participate in ongoing in-service education and other training and educational opportunities which will increase the employee's knowledge and skills related to the work being performed. To that extent, the parties recognize that the bargaining unit is a service based profession which is driven by changes in technology. This Article is designed to provide the employee with opportunities for continuing education which will increase the employee's job related knowledge, skills and competencies and ensure the Employer is compliant with the requirements of The Joint Commission.~~
- ~~2. For purposes of meeting this requirement and in addition to the mandatory in-service training being conducted by the Employer, all eligible employees may~~

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complete training in at least one of the following categories to address the needs of the facility.

- ~~a. **Journey level upgrading course:** This type of course is offered and approved by the Union through its apprenticeship and training committee. For this type of course to qualify, it must be equivalent to at least three (3) semester credits under the community college criteria.~~
- ~~b. **State of Nevada University System:** This type of course work is offered and approved by a State of Nevada University system, (this includes the Community College system, and the University of Nevada, Las Vegas system); or other postsecondary educational institutions as may be authorized by the Employer. For this type of course to qualify, it must be at least a three (3) semester credit hour course and job related.~~
- ~~c. **Knowledge and skills updating seminars:** In order to gain credit the the employee must complete at least sixteen (16) hours of third party seminar training each fiscal year. There are two types of seminars which may be used to meet this requirement:
  - ~~1. Union sponsored seminars designed to increase skills or knowledge of technological changes in the industry. Seminars falling into this category may be for less than one (1) calendar day approved by the Apprenticeship and Training Trust Fund.~~
  - ~~2. Third party sponsored seminars, including vendors of equipment or supplies. These courses typically fail to receive college credit.~~~~
- ~~3. **Procedures:** The Employer retains the right to determine the appropriateness of the training requested by the employee and the approval to attend such training based on operational needs and other fiscal concerns. To that extent, the employee shall submit to the Employer a request to attend courses a minimum of thirty (30) calendar days prior to the beginning of the course or as soon as the employee knows of the course if less than thirty (30) calendar days. The Employer shall respond to the employee in writing with an initial approval or disapproval within ten (10) calendar days of receipt of the request. Any requests that are denied will have an explanation in writing of the reasons for the denial.~~
  - ~~a. **Payment for Courses:**
    - ~~1. **Journey level upgrade courses:** are paid from the Apprenticeship Fund. The employee is obligated to purchase any necessary materials for the identified course, without reimbursement from the Employer.~~~~

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- ~~2. **State of Nevada University system courses:** are paid pursuant to the tuition reimbursement program sponsored by the Employer. The employee is required to pay for the course and will be reimbursed providing a grade of "C" or better is earned for undergraduate level courses or a grade of "B" or better is earned for graduate level courses. The Employer shall not reimburse the employee for any "fees" or books.~~
- ~~3. **Third party skills seminars:** are paid pursuant to the Employer's training and travel policy, except for those courses sponsored and approved by the Union's Apprenticeship and Training Trust fund. The Union sponsored courses are paid for out of the Apprenticeship Fund.~~
- ~~b. **Notification of Completion:** Employee's must submit documentation of completion of the course work as follows:
  - ~~1. **Journey Level Skills Upgrading:** The Union and/or the employee must submit a certificate of completion indicating the number of hours of training completed, the name of the course completed and the date of completion.~~
  - ~~2. **State of Nevada University System:** The employee must submit the report card indicating successful completion of the course showing a grade of "C" or better for undergraduate level courses or a grade of "B" or better for graduate level course.~~
  - ~~3. **Skills Improvement Seminars:** the employee must submit a certificate of attendance or certificate of completion if available.~~~~
- ~~c. Upon notification to the Employer of successful completion of training, as identified above, employees attending either the journey level upgrading courses or State of Nevada University system courses shall have twenty-four (24) hours of annual leave placed in their annual leave bank, not to exceed twenty four (24) hours during any one calendar year. These hours shall be added to the annual leave bank by the second full pay period following the date of notification to the Employer of the successful completion. If an employee takes the equivalent of six (6) semester credits during any calendar year, the employee shall have twenty-four (24) hours added to his/her annual leave bank during each calendar and this will meet the employee's requirements for the current calendar year and the following calendar year. If an employee is terminated (regardless of reason) prior to receiving the second instalment of twenty-four (24) hours of annual leave, he/she shall not be entitled to receive or be paid for those additional hours.~~

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**30.01 Intent:** The parties recognize that the bargaining unit is a service-based profession which is driven by changes in technology. This Article is designed to provide the employee with opportunities for continuing education which will increase the employee's job related knowledge, skills and competencies and ensure the Employer is compliant with the requirements of the Joint Commission.

30.02. For purposes of the intent of this Article and in addition to the mandatory in-service training being conducted by the Employer, all eligible employees may complete training in any of the following categories to address their needs the needs of the facility.

a) **Journey level upgrading course:** This type of course is offered and attendance is approved by the Union through its apprenticeship and training committee.

b) **State of Nevada University System:** This type of course work is offered by a State of Nevada University system, (this includes the Community College system, and the University of Nevada, Las Vegas system); or other postsecondary educational institutions as may be authorized by the Employer. ~~For this type of course to qualify, it must be at least a three (3) semester credit hour course and job related.~~

c) **Knowledge and skills updating seminars:**

1. Union sponsored Seminars: These seminars are designed to increase skills or knowledge of technological changes in the industry. Seminars falling into this category may be by the apprenticeship and training committee Apprenticeship and Training Trust Fund.

2. Third party Seminars: For Cost third party seminars require thirty (30) days advanced notice from the employee to the Employer, and the Employer retains the right to determine the appropriateness of the training seminar requested by the employee and the approval to attend such training based on operational needs and other fiscal concerns.

30.03 **Procedures:**

State of Nevada University System. The Employer retains the right to determine the appropriateness of the training requested by the employee and the approval to attend such training based on operational needs and other fiscal concerns. To that extent, the employee shall submit to the Employer a request to attend courses a minimum of thirty (30) calendar days prior to the beginning of the course or as soon as the employee knows of the course if less than thirty (30) calendar days. The Employer shall respond to the employee in writing with an initial approval or

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denial within ten (10) calendar days of receipt of the request. Any requests that are denied will have an explanation in writing of the reasons for the denial.

### 30.04 **Payment for Courses:**

- a) **Journey level upgrade courses:** are paid from the Apprenticeship Fund. The employee is obligated to purchase any necessary materials for the identified course, without reimbursement from the Employer.
- b) **State of Nevada University system courses:** are paid pursuant to the tuition reimbursement program sponsored by the Employer. The employee upon prior approval is required to pay for the course and will be reimbursed providing a grade of "C" or better is earned for undergraduate level courses or a grade of "B" or better is earned for graduate level courses. The Employer shall not reimburse the employee for any "fees" or books.

Within sixty (60) days the Employee's ~~must~~ shall submit to the Employer the documentation of completion of the course work to be eligible for payment.

- c) **Third party skills seminars:** are to be paid pursuant to the Employer's training and travel policy, except for those courses sponsored and approved by the Union's Apprenticeship and Training Trust fund. The Union sponsored courses are paid for out of the Apprenticeship Fund.

(The Parties agree that effective on the signing of this agreement to strike section 30(3)(c) from the current contract language, in exchange, and for the sole purpose of converting the twenty-four (24) hours of Annual leave to a one-time base wage increase adjustment of forty (\$0.40) cents prior to any additional economic calculations at the conclusion of this negotiations.

### **ARTICLE 31 Anti-Strike/No Lockout Clause**

The Union agrees not to strike, not to endorse, support, assist or encourage in any way any individual employee or group of employees to participate in any strike against the Employer.

The Employer agrees that it will not lock out employees covered under this Agreement.

# ATTACHMENT II

## ARTICLE 32

**Article 32** Shall be moved to be included in Article 16



# ATTACHMENT II

## ARTICLE 33 Term-Termination-Renewal

**Term of Agreement:** This Agreement shall become effective on July 1, 2020 ~~the date approved by the Hospital Board of Trustees and ratification by the Board of County Commissioners and~~ shall continue in full force and effect until June 30, ~~2020~~ 2026, and from year to year thereafter unless either party hereto shall notify the other in writing by certified mail in accordance with the provisions of NRS 288 of a desire to terminate, modify or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the date approved by the Hospital Board of Trustees.

For the Union:

For the Employer:

\_\_\_\_\_  
Edward Curly, Business Manager  
I.U.O.E, Local 501

\_\_\_\_\_  
~~Lawrence Weekly~~, William McCurdy II  
Chairman  
Board of Hospital Trustees

\_\_\_\_\_  
Thomas O'Mahar, President  
I.U.O.E., Local 501

\_\_\_\_\_  
Richard Lile, Business Representative  
I.U.O.E., Local 501

# ATTACHMENT II

## SIDE LETTER ARTICLE 20

### Group Insurance

The parties acknowledge that prior to January 1, 2023, Employees in this Unit did not have employee only premiums deducted from their paychecks as provided for in the Agreement. The Employer hereby agrees to waive any claims to recoup unpaid premiums due prior to January 1, 2023 and the Union acknowledges and agrees that from January 1, 2023, the Employer shall enforce the Agreement in accordance with Article 20 whereby The employee shall pay the premium rates in effect on the date of this Agreement, recognizing the two tier system in place at that time and shall pay 20% of any premium increase which may occur over the duration of the term of this Agreement, regardless of level or plan selected by the employee and regardless of any prior enforcement.

IN WITNESS WHEREOF, the parties hereto have caused this Side Letter to be executed by their duly authorized representative on the date approved by the Hospital Board of Trustees.

For the Union:

For the Employer:

Edward Curly, Business Manager  
I.U.O.E., Local 501

William McCurdy, Chairman  
University Medical Center  
Board of Trustees

Thomas O'Mahar, President  
I.U.O.E., Local 501

Richard Lile, Business Representative  
I.U.O.E., Local 501

## ATTACHMENT II

~~The parties hereby tentatively agree (“TA”) to this package proposal. This package TA, along with any other articles the parties have previously tentatively agreed (“TA’ed”) with signatures, conclude negotiations for a complete collective bargaining agreement for the period of July 1, 2020 to June 30, 2026. All proposals not TA’d are hereby withdrawn. All outstanding Union information requests are hereby withdrawn. Both bargaining teams, the Union and UMC, shall recommend ratification to their members and the Board of County Commissioners, respectively.~~

~~UMC and the Union (the parties) further agree that the Union will withdraw or dismiss with prejudice the EMRB Complaint Number 2022-019, and withdraw with prejudice all outstanding grievances filed prior to July 1, 2023, and any costs incurred from the cancellation of the court reporter for the EMRB hearing shall be split equally between the parties.~~

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

ATTACHMENT II

LABOR AGREEMENT

between

UNIVERSITY MEDICAL CENTER of  
SOUTHERN NEVADA

AND

INTERNATIONAL UNION of OPERATING  
ENGINEERS LOCAL ~~NO.~~ 501, AFL-CIO

FOR THE PERIOD COVERING

~~JULY 1<sup>ST</sup>, 2020~~ ~~16~~ ~~THROUGH~~ ~~JUNE 30<sup>TH</sup>, 2023~~ ~~20~~  
JULY 1<sup>ST</sup>, 2020 THROUGH JUNE 30<sup>TH</sup>, 2026