

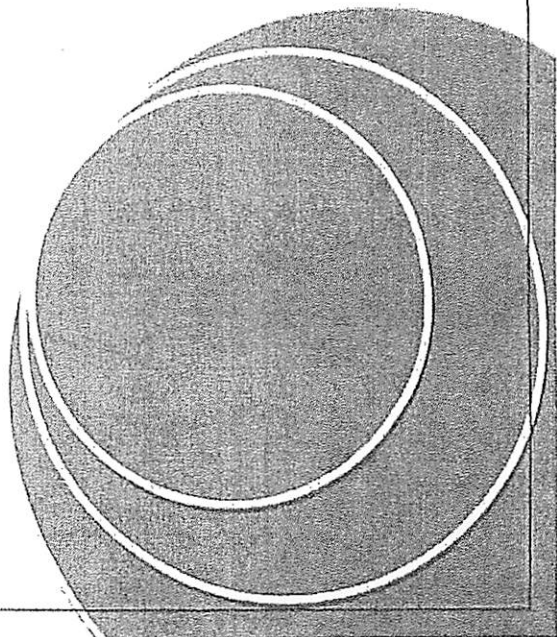
# CONTRACT - Supervisory Unit

~~FY 2012 - FY 2014~~  
2014 - 2019

By and Between Southern Nevada Health  
District and General and Supervisory Employees  
- Health District Chapter - Service Employees  
International Union - S.E.I.U. Local 1107

Revised  
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## **Preamble**

1. The District and the Union agree that the Southern Nevada Health District will strive to ensure that all Clark County residents and visitors can live in a healthy environment.
2. The District and the Union agree that the Southern Nevada Health District will work toward its mission of protecting and promoting the health, the environment and the well-being of Clark County residents and visitors through the ten essential public health services and other appropriate means.
3. The District and the Union recognize that in order to reach these goals, Southern Nevada Health District will foster a work place that is safe, fair, honest, efficient, and free from harassment at all times, and at which all staff and clients are treated with dignity and respect.

## **Article 1. Recognition and Bargaining Unit Membership**

1. Bargaining Unit Membership
  - A. Pursuant to the provisions of the Local Government Employee-Management Relations Act, Chapter 288 of the Nevada Revised Statutes, the Southern Nevada Health District, hereinafter referred to as the "District," recognizes the Service Employees International Union, S.E.I.U. Local 1107, hereinafter referred to as the "Union" as the exclusive representative of Health District employees who are eligible to be members of Supervisory Bargaining Unit and to be represented by the Union except as limited by NRS 288.
  - B. The term "eligible employee" as used in this Agreement applies to those persons having a regular appointment (including grant funded employees) to the work force of the District, excluding however, division directors, managers, administrative (as defined by NRS 288.025), confidential employees, temporary (excluding grant funded employees) and less than half-time employees throughout the District.
  - C. Appendix A lists the classifications that have been placed in the supervisory bargaining unit. Supervisory employees shall not be a member of the same bargaining unit as the employees under their direction. An unresolved dispute between the parties as to whether an employee is a supervisor shall be submitted to the Local Government Employee-Management Relations Board.
2. Determination of Bargaining Unit Status
  - A. The District and the Union agree to comply with the provisions of NRS 288.160 and NRS 288.170.

B. The District shall notify the Union in writing of its intent to eliminate a bargaining unit classification twenty (20) working days in advance. Upon receipt of the notification from the District, the Union shall notify the District in writing within ten (10) working days if it believes the elimination is inappropriate. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the District cannot agree, the dispute may be submitted to the Employee-Management Relations Board as provided under NRS 288.

C. The District shall notify the Union, in writing, of its intent to establish any new classification, ~~at least three (3) working days prior to presentation to the District Board of Health prior to implementation,~~ and state its determination whether the new classification is or is not a bargaining unit classification. Upon receipt of the notification from the District, the Union shall, within five (5) working days, notify the District, in writing, if it believes the new classification belongs in the bargaining unit. The parties shall meet within five (5) working days to attempt to resolve the dispute. If the Union and the District cannot agree, the District's action may be submitted to the Employee-Management Relations Board as provided under NRS 288.

~~3. A copy of the Board of Health agenda shall be mailed to the Union Executive Director and District Chapter Vice President at least three (3) working days prior to the meeting.~~

## **Article 2. Definitions**

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

**Actual Service** - The number of continuous days actually worked on the job. Paid absence from work due to sick leave, approved vacation, occupational injury or illness incurred in the District's service, and temporary military duty, shall be deemed actual service.

**Adjusted Work Schedule (AWS)** - A business work schedule mutually adopted by the employee with written approval from appropriate District management for purposes of serving legitimate business need outside the standard work schedule of Monday through Friday 8:00 am - 4:30 pm. AWS will be subject to renewal on a six (6) month basis.

**Adjusted Work Week (AWW)** - A business work week schedule assigned by appropriate District management or requested by an employee for purposes of serving a legitimate business need outside the standard work schedule and within a specific biweekly pay period.

~~Appointing Authority - Southern Nevada Health District Board of Health who, having the authority legally to make appointments to positions in the District service, may delegate the authority to the Chief Health Officer or appropriate nominee.~~

**Break In Service** - A period during which an employee is not in paid status and is ineligible to accrue sick leave, vacation leave, longevity, and other benefits unless otherwise delineated in this Agreement. Actual service and performance evaluation periods shall be subject to date adjustment for a break in service unless otherwise delineated in this Agreement.

**Class Specification** - A written job description of a classification including but not limited to: title, knowledge, skills, abilities, position definition, minimum qualifications and examples of essential responsibilities and duties.

**Classification** - A group of positions sufficiently similar with respect to their duties and responsibilities that the same job title may reasonably and fairly be used to designate each position allocated to the class, that substantially the same tests of fitness may be used, that substantially the same minimum qualifications may be required and that the same schedule of compensation may be made to apply with equity. A position description, salary schedule and title approved by the Board.

**Classification Series** - A group of classifications within a promotional series that have similar job duties with an increasing level of responsibility, professional expertise and/or supervision of lower classifications within the series.

~~**Class Specification** - A written job description of a classification including but not limited to: title, knowledge, skills, abilities, position definition, minimum qualifications and examples of essential responsibilities and duties.~~

**Day** - A consecutive 24 hour period within a Sunday through Saturday week. A day begins at 12:01 a.m. and ends at midnight each day of the week.

Days - means calendar days.

**Workday** - An operational business day for the District on a Monday through Friday schedule. Holidays will not be considered District workday.

**Working Days** - means the days Monday through Friday but excluding any holiday set forth in Article 24. Whenever a period of time is specified the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

**Demotion** - Movement of an employee from one classification to another classification with a lower salary range.

**Domestic Partner** - A person who, with an employee as defined herein has: 1) a registered, valid domestic partnership pursuant to NRS 122A.100; and 2) has not terminated that domestic partnership pursuant to NRS 122A, 300; and 3) is a person of the same gender as the employee.

**Employee** - A person legally holding a position in the public service of the District under any appointment employing them as an employee. The District observes the following employee categories:

A. Grant Employee - An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement

and the Grant. The term of employment is subject to the continuance of grant funds.

**B. ~~Less Than 20 Hours Employee~~** - An employee working nineteen (19) hours or less per week. ~~Less Than 20 Hours employees are not eligible for fringe benefits covered by this Agreement.~~

**C. ~~Part-Time Employee~~** - An employee working twenty (20) hours or more per week but less than forty (40) hours per week. Such employees accrue fringe benefits in the manner set forth in this Agreement.

**D. ~~Probationary Employee~~** - A newly hired employee that has not satisfied the probationary period of six months and 1040 hours as part of final selection. Probationary employees are not covered by this Agreement. Hours worked during the probationary period shall be deemed actual service.

~~E. ~~Provisional Employee or Emergency Employee~~ - An employee temporarily appointed, for a term not to exceed six (6) months, to fill a vacancy for which there is no appropriate list of eligible candidates available. Provisional appointments may be extended only for extenuating circumstances which are made a matter of record.~~

**Acting Employee** - An employee temporarily appointed, for a term not to exceed six (6) months, to fill a vacancy for which there is no appropriate list of eligible candidates available. Acting appointments may be extended only for extenuating circumstances which are made a matter of record.

**F. ~~Regular Employee~~** - An employee legally holding a position in the public service of the District under any appointment employing them as an employee and who has been lawfully retained after completion of the probationary period of six months and 1040 hours.

**G. ~~Temporary Employee~~** - an employee that may be selected from the appropriate list of eligible candidates to be employed for a period of less than six (6) months.

~~Merit System is an established procedure for administering rules and regulations of employment which insures that equity of practice prevails.~~

**Grievance** - means a dispute raised by an employee, or the Union, concerning the interpretation or application of any provision in this agreement other than the Discipline, Demotion or Discharge provisions of Article 15 and the Grievance and Arbitration Procedure in Article 16.

**Lateral Transfer** - Movement of an employee from one position to another with the same salary regardless of department or division assignment.

**Nevada Revised Statutes (NRS)** - The applicable section(s) of the Nevada Revised Statutes and all amendments enacted during the term of this Agreement.

**Payment in Lieu of Notice** - during a reduction of force, an employee may be offered six weeks of payment either in a lump sum or paid out over three (3) pay periods when prior notice of separation is not provided.

**Position** - is a group of duties and responsibilities that have been assigned to a single employee on a full-time or part-time basis.

**Promotion** - is any movement of an employee from a position in a classification to a position in a classification having a higher maximum salary range, excluding general salary adjustments.

**Recall Process** – Following a reduction in workforce, those employees who accepted voluntary demotion or transfer will be included as part of the recall list of employees who were separated from the District.

**Regular Pay** - The hourly rate of compensation payable to an employee in exchange for services rendered during a scheduled hour within a work day.

**Rehire** - The appointment of a former regular employee who separated from District service in good standing.

**Reinstatement** - The reinstatement of a former regular employee who separated from District less than six (6) months, left service in good standing and is reinstated to the employee's last classification held prior to separation. Total service for a reinstated employee shall be adjusted less the duration of a period of separation not to exceed six (6) consecutive months.

**Schedule** - A term used to designate a salary range. All classes placed in the same salary schedule have the same salary range or rate.

**Seniority** – Length of uninterrupted service.

District Seniority – shall be uninterrupted length of service from the most recent date of employment by the District.

Classification Seniority – shall be the uninterrupted length of service from the most recent date of appointment to the employee's classification.

**Step** - One pay increment within the 14-step salary schedule equal to 2.5%.

**Supervisor** - A District employee holding a supervisor title in a Board approved classification who is responsible for supervising the work of others. Individuals that conduct lead duties that include some supervisory functions are not deemed to be supervisors.

**Transfer** - is any movement of an employee from one position to another position in the same classification or related classification with the same salary grade; or the movement of the employee with his/her position to another location.

~~(22)~~—**Voluntary** - shall mean at the election of the employee.

~~(23)~~—**Workday**—An operational business day for the District on a Monday through Friday schedule. Holidays will not be considered a District workday.

### **Article 3. District Management Rights**

1. The District and the Union agree that (1) all rights and responsibilities of the District not specifically modified by this Agreement shall remain the function of the District. (2) The exercise or non-exercise of any right or responsibility hereby reserved to the District shall not be considered a requirement or a waiver of the District's right to exercise such right or responsibility. (3) The parties are bound by the statutory provisions of NRS 288 concerning management rights.

### **Article 4. No Strike**



1. The Union agrees that there shall be no strikes against the District under any circumstances and that all District employees shall continue work under all circumstances.
2. The District and the Union agree to be bound by the provisions of NRS 288 concerning strikes.

#### **Article 5. Non-Discrimination**

1. The District and the Union will not knowingly discriminate, ~~either directly or indirectly, nor will they, through any of their agents or representatives, discriminate either directly or indirectly against any employee by reason of race, color, ~~ereed~~religion, sex, sexual orientation, genetic information, marital status, age, national origin, disability, ancestry, medical disability, physical or visual mental or physical disability, religion union activity, gender identity or expression, veteran status, HIV status, political affiliation, membership, non-membership, or activity in the Union or any other consideration made unlawful by federal, state or local laws. This commitment applies to all persons involved in the operations of the District and prohibits unlawful discrimination by any employee or contractor of the District.~~
2. ~~In accordance with AB 211 of the 76<sup>th</sup> Session of Nevada Legislative, effective October 1, 2011, the District will ensure compliance and non-discrimination against any employee on the basis of gender identity or expression.~~
- 3.2. ~~Non-discrimination is governed by federal and state statutes. Violations of this article will not be subject to the grievance process.~~

#### **Article 6. District Decorum**

1. Employees of the District are routinely and constantly exposed to and in close contact with the public and with fellow employees. Each employee shall always present a courteous and cooperative attitude toward the public and fellow employees, and shall give full and serious attention to assigned job duties and shall conduct same in a professional manner.
2. The District's administration of public health functions requires that a clean and professional image be maintained by District employees. Employees shall always dress appropriately, in a manner consistent with their current job duties.

## **Article 7. Union Rights**

### **1. New Employees and Orientation**

An integral part of each employee's tenure with the District is an understanding of the Collective Bargaining Agreement and the role of the Union in the employment setting. As such, each new eligible employee, as part of their District-Wide orientation, shall be required to attend a mandatory thirty (30) minute session, not to be the last session, where they will receive an overview of the Union and its programs. The session will be conducted by Union representatives designated by the Union. Each employee must sign that they attended and failure to attend will carry the same consequence as if the employee missed any other part of new employee orientation. No disparaging comments will be made regarding management or the District and the District shall receive prior copies, where possible, of all materials to be distributed and presented at the orientation, which shall include but not be limited to a copy of the Agreement, a Union membership card, a Union COPE card, and a list of shop stewards prepared by the Union showing their division/section and/or work areas and telephone numbers. The District shall provide to the Union a list of all employees attending the orientation as many days as possible prior to such orientation and no later than the day before the orientation.

### **2. Field Representatives**

- A. An authorized field representative of the Union shall be permitted to enter the facility at reasonable times for union business, to check upon complaints of bargaining unit employees, and to participate in meetings with management.
- B. The field representative will abide by District policies while on premises. Field representatives shall give reasonable advance notice of not less than four (4) hours to the Chief Health Officer or designee of the intended visit, before entering work areas.
- C. The union representative shall not interfere in any way with the work of any employee. Field representatives shall not direct any employee how to perform the assigned work, shall not countermand the order of any supervisor and shall not interfere with the normal operations of the District or any employee.
- D. This shall not prevent a union field representative from conferring with an employee and the employee's supervisor or a District representative on District time in connection with a complaint or problem concerning the employee.

### **3. Union Shop Stewards and Union Business**

A. A.——The Union shall provide the District with a written list of up to thirteen (13) union stewards after their designation, and shall notify the District of changes as they occur. Additionally, the Union may designate one chief steward and one Vice-President. The District is not obligated to recognize a Union steward under this Article until after the District's receipt of written Union designation.

B. ~~B.~~—The functions of the union steward include the authority (1) to settle or assist in settling problems arising in connection with the application or interpretation of the Agreement, (2) to resolve grievances ~~at Step 1 or 2 of the grievance procedure,~~ and (3) to serve as a Union representative for disciplinary meetings.

C. ~~C.~~—For each separate fiscal year covered by this agreement, the union will be allocated a total of six hundred (600) hours of union business bank (UBAB) time for designated non-supervisory union members to attend monthly stewards meetings, conferences, legislative sessions or conventions, and other union business. If needed and upon mutual agreement of the parties, additional hours may be transferred between the General and Supervisory units.

C.D. ~~C.D.~~—The District will not be responsible for any industrial accidents resulting from activities performed on behalf of the union on or away from District work locations during normal duty hours.

D.E. ~~D.~~—Business and activities on behalf of the Union may be conducted during regular working hours, provided that employees who are designated by the Union to participate in such business or activities obtain prior approval for leave from their division director or designee. When such approval is obtained, the employee may utilize union business bank time, vacation or accrued compensatory time. The type of time taken shall be at the employee's option. Such leave shall be taken in cumulative increments of fifteen minutes with a half hour minimum for each occasion. A leave request will be submitted and approved prior to the time leave is taken. Release time as specifically addressed in this Agreement will not be unreasonably withheld. Union business bank time requests will be approved by the chief steward, the union's executive director or president ~~and shall be forwarded to Human Resources for proper time card recording no later than twelve p.m. (12:00 pm) on the last Friday of the pay period in which the time was used.~~ Any union business bank time that is not approved shall be charged to the employee's accrued vacation leave.

E. ~~E.~~—For the purpose of renegotiating this agreement, eight (8) members of the Union will be released from work for the Interest Based Bargaining Process or Up to fifteen (15) members of the Union shall be released from work for the traditional bargaining process at 3:00 pm for renegotiation of this agreement.

E.F. ~~F.~~—Union stewards shall perform their functions or Union related activities after hours or by use of union business bank time or scheduled leave. However, if a meeting is mutually agreed to with the

union steward during the union steward's work shift, the District will pay for that time. If the union steward wishes to schedule a meeting with an employee during the union steward's work shift, scheduled leave shall be used by the steward and the employee unless union business bank time is used.

~~F.G.~~ G.—Union stewards shall not direct any employee how to perform work, shall not countermand the order of any supervisor, and shall not interfere with the normal operations of the District or any employee.

~~G.H.~~ H.—Upon advance written request and subject to staffing and scheduling needs, duly recognized shop stewards will be permitted to leave their normal work to attend the monthly shop steward meeting. The District shall not unreasonably deny such requests. Such leave time shall be charged to the union business bank time balance.

#### 4. Discipline and Grievances

A. ~~A.~~—One union steward shall be granted leave from duty with full pay for the purpose of investigating and processing filed grievances or disciplinary appeals when such business takes place at a time during which the representatives are scheduled to be on duty. One union steward may be granted leave with pay for pre-disciplinary meetings with the District when such meetings take place at a time when the steward is scheduled to be on duty.

B. ~~B.~~—Employees who are needed as witnesses or because of direct knowledge of or involvement in the incident may be called without loss of pay or leave time by the Union or the District to scheduled meetings between the District and the Union regarding filed grievances, disciplinary appeals, or joint investigatory meetings. Employees shall report at the time specified and shall report back to work upon conclusion of their statement. Such leave from duty shall be reported as Union Business leave under the payroll tracking code on the employee's timecard.

C. ~~C.~~—Employees preparing or responding to grievances/disciplinary matters shall do so on their regularly scheduled breaks or off duty time and shall not interfere with other employee's work assignments or work responsibilities in any fashion whatsoever.

#### 5. Public Meeting Notification

A. ~~A.~~ The District will provide the union Executive Director, District Chief Stewart and the District Vice President with the agenda for any Board of Health meetings and subcommittee meetings open to the public not less than 3 working days prior to the meeting via email notification.

**Article 8. ~~Bulletin Boards-Meeting Rooms~~Union Communications with Members**

1. The District will provide three bulletin boards measuring at least 2' x 3' for the exclusive use of the Union at the Ravenholt main District Health Center. ~~One will be placed outside the cafeteria. The remaining two bulletin boards will be placed~~A bulletin board will be located in or adjacent to each main break area as well as in the Nursing and Environmental Health sections. -The District will also provide space or a bulletin board for the Union's use at permanent SNHD controlled worksites where bargaining unit members are assigned. The specific placement of these bulletin boards will be determined by mutual agreement between the Union and the division directors.
2. All notices which appear on the space provided to the Union on bulletin boards shall be dated and signed by the chief steward of the Union or designee. Properly dated and posted notices may only be removed by an authorized member of the bargaining unit, except as specified in Section 4. Union notices shall relate to items of interest to members. The Union agrees to provide a copy of all notices it posts to the Chief Health Officer or designee at or before the time of posting.
3. The Union may send four (4) mass e-mails per month (not to exceed 24 per year) to the bargaining unit. Mass e-mails will be provided to Human Resources for distribution via the District e-mail system and shall be sent within one working day from the time of receipt.
4. It is also understood that no material may be posted on bulletin boards or sent to SNHD e-mail addresses at any time which contains any of the following:
  - A. Personal attacks upon any member or any non-member employee;
  - B. Scandalous, scurrilous or derogatory attacks upon the District and/or District Administration;
  - C. Attacks on any other employee organization, regardless of whether the organization has local membership; or
  - D. Attacks on and/or favorable comments regarding a candidate for a partisan political office.

If materials containing any of the preceding are posted, they will be removed by District Administration.

5. The District, upon written request of the Union, shall provide space for meetings of the Union in the District ~~Health Center~~ workspace, at reasonable times and dates.



**Article 9. Dues and COPE (Committee on Political Education)**

1. The District agrees, consistent with the provisions contained herein, to deduct from the pay check of each employee within the bargaining unit who has signed an authorized payroll deduction card for the current contract period such amount as has been officially voted by the membership and designated by the Union as dues and is so certified by the appropriate Union treasurer.
2. Such funds will be remitted biweekly by the District to the appropriate Union treasurer. Dues deduction authorization is continuous unless withdrawn by written request to the human resources office and copied to the Union by a member between October 1<sup>st</sup> and October 15<sup>th</sup> of the calendar year.
3. The Union agrees to indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action taken or not taken by the District under the provisions of this Article.
4. The District will not be required to honor any biweekly deduction authorizations that are delivered to the district payroll department after the beginning of the pay period during which the deductions should start.
5. No later than the fifteenth of each month, the District shall provide to the Union the following related to District employees eligible for inclusion in the unit. The format of the report will be a standard computer database importable electronic file in a format agreed upon by the parties.
  - A. All union eligible employees by name, address, hire date, hourly wage, classification, most recent employment action, effective date, section and division. Additionally, for employees separated from employment, termination reason and date will be included. Social security numbers will be included for employees who are Union members. For non-member union eligible employees, an employee identification number will be used in lieu of Social Security Number.
6. Deduction of COPE Monies
  - A. The District hereby agrees to honor all COPE contribution deduction authorizations from its employees who are Union members. The District will make the COPE contributions payable on the same schedule as the dues payments, but send them in a separate check.
  - B. The District will transmit the COPE report to the Union in the same manner as described in Section 5A of this Article.

- C. The Union will hold the District harmless against any claim which may be made by any person by reason of the COPE deductions described herein, including the cost of defending such claim. The Union will have no monetary claim against the District by reason of failure to perform under this Article.

#### **Article 10. Joint Labor Management Committee**

1. ~~There shall be a Joint Labor Management Committee (JLMC) consisting of eight (8) District management representatives and eight (8) Union representatives~~The Union and Management shall each be permitted eight (8) representatives on the Joint Labor Management Committee. Both the Union and the Health District retain the authority to choose who represents their side of the JLMC~~their respective representatives and will attempt to have representation from each division. Each side of the JLMC shall choose representatives from at least three different divisions within the District. The Union and the Health District shall advise each other in writing of the appointments to the JLMC, and on written notice to the other, the Union and/or the Health District may change representatives from time to time. The JLMC shall have two co-chairs appointed from the eight designated members with equal responsibility. SEIU and District management shall each designate their own co-chair. At no time will less than three (3) divisions be represented. The Union and Management will each designate one member to serve as co-chair. The Union and District shall advise each other in writing of the JLMC appointments, and changes to such appointments. The two co-chairs will have equal responsibility.~~
  
2. ~~Meetings shall be held monthly at a site mutually determined unless cancelled by mutual co-chair agreement. The co-chairs will agree upon and send all members an agenda for the meeting at least two full working days before the meeting. The meetings may be scheduled for up to a two-hour duration as determined by the co-chairs. The purpose of the JLMC is to provide a forum for discussing issues of mutual labor/management concern. The Union and the District acknowledge that neither shall use this committee for the purposes of collective bargaining. In the event the District seeks changes in a District-wide policy, the item shall be placed on the JLMC agenda for discussion.~~
  
3. ~~As a courtesy and to assure adequacy of District staff for established work schedules, the Union representatives will be required to notify their immediate supervisor(s) of the date and time for such meetings as soon as possible after the meeting is scheduled and noticed to the members. District staffing requirements will take precedence in the scheduling of any meetings. However, union representative's attendance shall not be unreasonably denied for any reason including staffing~~Meetings shall be held monthly at a site mutually determined unless canceled by mutual co-chair agreement. The co-chairs will agree upon and send all members an agenda for the meeting at least two (2) full working days before the meeting. The meetings may be scheduled for duration up to two (2) hours as

determined by the co-chairs.

4. If an employee is scheduled to work during the time in which the meeting is held, the employee representative shall be paid straight time pay for attendance at, and travel related to, committee meetings (hours paid shall not exceed the number of hours in the employee's regularly scheduled shift). Hours spent at JLMC meetings will be counted as regular hours worked for overtime calculation. Overtime will not be paid if JLMC meeting extends beyond the employee's normal work day. As a courtesy and to assure adequacy of District staff for established work schedules, the Union representatives will be required to notify their immediate supervisor(s) of the date and time for such meetings as soon as possible after the meeting is scheduled and noticed to the members. District staffing requirements will take precedence in the scheduling of any meetings. However, union representative's attendance shall not be unreasonably denied for any reason including staffing.
  
5. The JLMC is formed for the purpose of discussing issues of mutual concern. The Union and the Health District acknowledge that neither shall use this committee for the purposes of collective bargaining. In the event the District seeks changes in a District wide policy, the item shall be placed on the JLMC agenda for discussion prior to submittal to the Board of Health except in the case of an emergency. If an employee is scheduled to work during the time in which the meeting is held, the employee representative will be paid straight time pay for attendance at, and travel related to, committee meetings (hours paid shall not exceed the number of hours in the employee's regularly scheduled shift). Hours spent at JLMC meetings will be counted as regular hours worked for overtime calculation. Overtime will not be paid if a JLMC meeting extends beyond the employees normal work day.

#### Article 11. Seniority

1. District seniority shall be the uninterrupted length of service from the most recent date of employment by the District.
2. Classification seniority shall be the uninterrupted length of service from the most recent date of appointment to the employee's classification.
3. Unless an employee is reinstated to employment, employee's seniority rights shall cease upon separation from employment.
4. Upon reinstatement of a former employee, said employee shall receive adjusted seniority. Seniority will be adjusted for the period of time that the employee was not employed by the District.
5. When an employee has been reinstated by an arbitrator pursuant to the grievance process or by a court order, the employee shall have full seniority reinstated from

~~the most recent date of hire.~~

~~6.~~

- ~~A. For purposes of determining which employee is to be reduced in force, classification series seniority, as identified in the Definitions section of the contract, will be the determining factor with the least senior employee being laid off or "bumped" down to a lower classification.~~
- ~~B. Should no position be available within the employee's current classification, the employee will be eligible to exercise "bumping rights" to another position in a classification within the classification series the employee has held previously.~~
- ~~C. Any employees affected by the bumping process shall be additionally considered for other placement in the manner described in section 6A above.~~

~~7. District seniority shall be used for purposes of vacation scheduling.~~

#### **Article 121. Safety**

1. The District shall remain in compliance with the state and federal laws with respect to the health and safety of employees during their employment. The District will furnish at its expense any required personal standard safety and protective devices.
2. The District has the right to adopt reasonable safety rules in accordance with the Federal Occupational Safety and Health Act and will notify the Union prior to implementation. Should the District adopt a safety requirement that is more restrictive or not necessarily required by OSHA, the District will notify and discuss with the Union prior to implementation. Employees must follow safety rules as stated and implemented by the District.
3. The Southern Nevada Health District Safety Committee, known as the Central Safety Committee (CSC), will meet bi-monthly or more often if the parties agree.
4. The Union will appoint one union member to the Central Safety Committee from each division; Environmental Health, Nursing, Community Health Services and Administration and the Health District shall appoint a management representative from each division as well. The Safety Committee shall be headed by two co-chairs, appointed from the eight designated members with equal responsibility: one appointed by the management and one appointed by the Union. Management and Union shall advise each other in writing of the appointments to the Safety Committee, and on written notice to the other, the Union and the District may

change representatives from time to time.

5. The District shall provide appropriate administrative support to the Safety Committee.
6. It is the duty of each employee to comply with all health and safety regulations and if any safety or health hazard is detected by an employee, the employee shall promptly report the safety hazard to the Health District. The Union shall promptly notify the Health District of health and safety hazards, violations or problems of which the Union is aware. The Health District shall have a reasonable period of time to remedy any problems or situations. Within ten (10) working days, the employee or the Union, -who submitted a safety concern shall receive acknowledgement from the District Safety Officer or designee. Safety concerns not addressed to the submitters satisfaction shall be referred to the Director of Administration. No adverse action shall be taken for reporting employee health and safety concerns to the Health District, the Union, and federal or state authorities.

#### Article 13. Employee Evaluations

1. ~~The District shall give each employee a current copy of the classification specification applicable to the position occupied by the employee. The District shall maintain a uniform and consistent performance evaluation program for all employees of the bargaining unit. Employees in similar classifications/positions shall be rated on established performance rating factors. Employees shall be given a written evaluation of work performance by their immediate supervisor within the first six (6) months following employment and annually thereafter, regardless of placement within their salary range. Evaluations shall be a reflection of the work performed during the evaluation period.~~
2. ~~The supervisor shall review the performance evaluation with the employee and provide a copy of the evaluation to the employee. Employees whose performance is tracking below average on any rating factor will be notified by their supervisor in a timely fashion that there are performance deficiencies. Supervisors shall provide these employees with written performance goals and guidance for the employees to use in improving work performance.~~
3. ~~In the event a permanent employee's overall performance is rated unsatisfactory, or if the employee believes the evaluation contains inaccurate comments, the employee may request a review of the performance evaluation with the appropriate section manager and division director. At that review, the employee may present appropriate information regarding comments and issues put forward in the performance evaluation. The section manager and division director shall, after appropriate consideration, but within five (5) business days of the review, issue a formal decision upholding or modifying the performance evaluation.~~

4. ~~Supervisory and Management staff failing to submit evaluations within the required thirty (30) day period will be subject to disciplinary action.~~
5. ~~Human Resources must notify the division of upcoming performance evaluations due at least thirty (30) days prior to the evaluation due date.~~
6. ~~The evaluation date shall be adjusted by the number of unpaid hours for employees who have eighty (80) or more hours of unpaid leave during the one year evaluation period.~~

## Article 124. Outside Employment

1. Each employee shall, during hours of active duty, devote the whole time, attention and efforts to employment, and may not be required to perform any service except for the benefit of the District. No employee of the District may engage in any employment activity or enterprise which has been determined to be inconsistent, incompatible or in conflict with the assigned duties or with the duties, functions and responsibilities of the District. A conflict occurs whenever outside employment:
  - A. Involves the use for private gain or advantage of District time, facilities, equipment and supplies, or the badge, uniform, prestige or influence of one's District position, office or equipment; or
  - B. Involves receipt or acceptance by the employee of any money or other consideration for the performance of an act required or expected to be rendered in the regular course or hours of District employment; or
  - C. Involves the performance of an act in other than the employee's capacity as a District employee, which act may later be subject directly or indirectly to the control, inspection, review, audit or enforcement of any other officer or employee of the District within the employee's division; or
  - D. Causes a decrease in the performance of assigned job duties as a District employee.
  
2.
  - A. Each employee wishing to engage in outside employment shall make appropriate written request, using the Outside Employment form provided by the District, for approval through their division director or designee. Prior to undertaking any outside employment, approval must be secured. Approval or denial of outside employment will occur within ten (10) business days of receipt of the form. ~~the receipt of the request for approval. The reasons for a denial will be provided in writing to the employee, with an explanation of how the outside employment would conflict with the duties, functions or responsibilities on behalf of the District.~~
  - B. When outside employment responsibilities or hours change, the employee is responsible for notifying the District by updating the Outside Employment form. The employee will notify the District when outside employment has terminated.
  - C. When the employee's responsibility at the District change, management has the right to ask the employee to update the Outside Employment form.

Consensus Agreement reached on 12/15/14 at 12:17 p.m.





### Article 153. Probation

1. All new employees shall be regarded as probationary for the first six (6) months of employment; ~~The probationary period may be extended one (1) time for a period of time not to exceed three (3) months for any employee at the sole discretion of the Chief Health Officer or designee~~ Division Director in consultation with the Human Resources Administrator. Any extension shall require written notice of the extension to the employee and will include a performance improvement plan.
2. The probationary period is a part of the selection process during which the District shall determine whether the performance of the employee is adequate, and whether the employee shall continue in the employment of the District. Each probationary employee may be terminated at the sole discretion of the District, at will and without recourse to any appeal or grievance process.

### Article 134. Employee Evaluations

4. The District shall give each employee a current copy of the classification specification applicable to the position occupied by the employee via the intranet. The District shall maintain a uniform and consistent performance evaluation program for all employees of the bargaining unit. Employees in similar classifications/positions shall be rated on established performance rating factors. Employees shall be given a written evaluation of work performance by their immediate supervisor within the first six (6) months following initial employment, promotion, and/or reclassification and annually thereafter, ~~regardless of placement within their salary range.~~ Evaluations shall be a reflection of the work performed during the evaluation period.
5. The supervisor shall review the performance evaluation with the employee and provide a copy of the evaluation to the employee. Employees whose performance is tracking below average on any rating factor will be notified by their supervisor in a timely fashion that there are performance deficiencies. Supervisors shall provide these employees with written performance goals and guidance for the employees to use in improving work performance. Following the review of any performance evaluation, the employee is entitled to provide written comments within five (5) business days to be attached to the evaluation in their personnel file.
6. In the event a permanent employee's overall performance is rated unsatisfactory, or if the employee believes the evaluation contains inaccurate comments, the employee may request a review of the performance evaluation with the ~~appropriate section manager and division director~~ at the next level of management, within five (5) business days. Upon receipt of request, within five (5) business days a second review will be scheduled. At that the second review, the employee may present appropriate information regarding comments and issues put forward in the performance evaluation. The section manager and division director

shall, after appropriate consideration, but within five (5) business days of the second review, issue a formal decision upholding or modifying the performance evaluation.

7. Supervisory and Management staff failing to submit evaluations within the required thirty (30) days of the due date period will be subject to disciplinary action.

8. Human Resources must notify the division of upcoming performance evaluations due at least thirty (30) days prior to the evaluation due date.

8.9. The evaluation date shall be adjusted by the number of unpaid hours for employees who have eighty (80) or more hours of unpaid leave during the one-year evaluation period. Each page of all evaluations and any related documentation shall be signed or initialed as received by the employee.

### **Article 165. Discipline, Demotion or Discharge**

1. The right to issue discipline is vested exclusively in the District.

2.

A. The purpose of disciplinary action is to be corrective and will be used by the District to address work deficiencies, assist employees in meeting performance standards, and to ensure that District policies/procedures are followed.

B. Performance and behavior issues first will be addressed as an informal counseling documented as a note to file start as coaching and counseling except except in egregious circumstances (i.e., a gross violation of standards). ~~Therefore, prior to formal progressive discipline, supervisors/managers shall, in appropriate circumstances, engage in verbal counseling and coaching of an employee. Counseling shall and coaching shall~~ communicate to the employee that a violation of a work rule, policy, or procedure has occurred or that the employee has performance deficiencies that need to be addressed. Any work rule, policy, procedure or established work standard by which the employee is being judged shall be provided to the employee. Whenever the coaching and counseling relates to work performance a written memo should contain direction on how the employee may meet the required work standard. Coaching and Counseling is not considered discipline, and should be memorialized in a memo to the employee. Any written memo of counseling and coaching shall not be placed in the employee's permanent personnel file. Counseling documented as a note to file may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months and shall not be considered discipline, but may be introduced and admitted as evidence of the coaching and counseling in disciplinary proceedings.

3. The District will follow progressive discipline, unless circumstances warrant more severe actions. Progressive discipline may include one or more of the following steps:

A. Documented Verbal Warning~~Written Reprimand~~;

B. Written Warning~~Suspension of no more than twenty (20) working days~~;

~~C. C. — Final Written Warning With or Without Suspension~~~~Demotion~~; and

~~D. D. — Termination.~~

~~C. D. — Termination.~~

4. Demotion may be considered in the disciplinary process at Management's discretion.

4.5. The District may only discipline, demote, or terminate an employee who has completed the initial probationary period under Article 15 with just cause.

5.6. The action to be taken at each step is~~purpose of each discipline shall be~~ as follows:

A. Documented Verbal Warning – Document a verbal communication given to the employee that informs the employee that an offense has been committed, and that a repeat offense that occurs within twelve (12) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.

B. Written Warning~~Reprimand~~ — Document a formal written communication to the employee that e-informs the employee that a previously documented offense has been continued~~committed~~, and that continued~~a~~ repeat offense that occurs within eighteen (18) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.

C. Final Written Warning With or Without Suspension - Document a final written communication to the employee that informs the employee that a previously documented offense has continued and a repeat offense that occurs within twenty-four (24) months may result in more severe discipline up to and including termination. A suspension is not to exceed twenty (20) business days may be issued in conjunction with the final Written Warning.

~~B-D.~~ Termination - Documents~~is the dismissal of the employee from service with the District. The notice of termination shall contain the reasons for the termination, and past discipline on which the District relied, if any, to issue the termination.~~

~~B. Suspension is the removal of an employee from duties for up to twenty (20) working days without pay. The notice of the suspension shall contain the reasons for the suspension, past discipline on which the District relied, if any, to issue the suspension, and shall include direction to the employee on how to correct the violation.~~

~~C. Demotion is the reduction of an employee's pay step or classification. The notice of demotion shall contain the reasons for the demotion, past discipline on which the District relied, if any, to issue the demotion.~~

~~Termination is the dismissal of the employee from service with the District. The notice of termination shall contain the reasons for the termination, and past discipline on which the District relied, if any, to issue the termination.~~

6. When an allegation is made against an employee(s), or when the District receives an allegation against an employee and the District determines an investigation is warranted, if the District determines it is in its best interest to remove the employee from the premises, it may suspend the employee pending the termination of the investigation. Any employee suspended during the investigation will be placed on paid administrative leave. A suspension pending investigation is not considered disciplinary action.
7. Any employee who receives a Documented Verbal Warning, Written Warning ~~written reprimand, Final Written Warning and/or s~~Suspension, demotion or is terminated shall receive a copy of the notice and shall sign a receipt to acknowledge having received the document. Such acknowledgement of receipt is not an admission to any allegations contained in the notice. A document in an employee's file without signature or indication that the employee refused to sign the document shall not be considered discipline.
8. Employees shall receive copies of all disciplinary notices placed in their personnel files and shall have a right, within ~~ten~~ five (5) ~~business~~ working days of issuance of the disciplinary notice, in addition to any appeal and/or grievance rights, to submit a written rebuttal. The written rebuttal shall be reasonable in length, relate directly to the disciplinary notice and be filed with the disciplinary notice.
9. ~~Documented Verbal Warnings, Written Warnings, and Final Written Warnings~~Written Reprimands shall be removed from an employee's ~~active~~official personnel file and placed in their confidential file upon employee's request; provided, however, after eighteen (18) months have passed with no no additional disciplinary notices having been issued to that employee and the discipline is no longer active consistent with section 6 (A), (B), and/or (C);  
~~upon the employee's written request to Human Resources.~~
10. An employee of the District shall be entitled to have a union representative (field

representative or union steward) present during an investigatory interview which may result in discipline of the employee being investigated.

~~ev~~Article 176. Discipline Grievance Appeal and Arbitration Procedure

4. \_\_\_\_\_

1. It is the goal of the grievance and arbitration procedure to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. Prior to filing an official grievance, the informal resolution process will be utilized.

2. When an employee receives a disciplinary notice, the employee may, subject to the deadlines and procedures below:

Informal Resolution

A. Discipline

In the event that an employee disputes an issued discipline, the union will request, and the District will participate in an informal meeting(s) between the employee, a union representative, and the appropriate District Representative(s) in an effort to resolve the dispute. The request will be submitted within ten (10) business days of the issued discipline, and the meeting will be scheduled within ten (10) business days from the receipt of the request.

Within ten (10) business days of the informal meeting(s), the Human Resources Administrator shall send a written response by certified mail to the Union representative with copies to the Division Director and the employee.

B. Contract Interpretation/ Application

In the event of a dispute identified by the Union, the field representative or steward shall first request an informal meeting(s) with the supervisor or the appropriate District designee and attempt to settle the dispute. In the event of a dispute identified by the District, the District shall request a meeting(s) between the designated management representative and a representative designated by the union in an effort to settle the dispute. The meeting shall be requested within ten (10) business days of when the interested party became aware or should have been aware of the events or circumstances giving rise to the dispute. The meeting shall be scheduled within ten (10) business days from the receipt of the request from either party.

Within ten (10) business days of the informal meeting(s), the Human Resources Administrator shall send a written response by certified mail to the Union representative with copies to the Division Director and the employee. When the dispute is initiated by the District, the same process will apply.

C. Grievance Procedure

If the dispute is not settled, a formal grievance may be submitted within ten (10) business days of the date the response was received by the Union or the District.

The grievance must be submitted to the Human Resources Administrator utilizing the designated form (see exhibit ). A grievance hearing shall be scheduled within ten (10) business days from receipt of the formal grievance. In a grievance, the Human Resources Administrator, the affected Division Director or designee, the Union Representative and the affected employee if any, will attend the grievance meeting.

The Human Resources Administrator/Union—~~The division director or his/her or designee shall have fiveten (510) workingbusiness days to provide a written statement with a decision upholding the discipline, modifying the discipline, or removing the disciplineresponding to the grievance. Such statement will contain the reasons for the decisionbe sent ,with a copy to the employee, the employee's personnel file, and the Unionfiling party and contain the reasons for the decision.~~

#### D. Mediation Procedure

Upon mutual agreement, the parties may request Federal Mediation Conciliation Services (FMCS) Mediation to resolve the grievance prior to the cancellation date for arbitration. When a settlement is reached through mediation, a settlement agreement will be signed by both parties. The grievance may proceed to arbitration if a settlement is not reached.

#### E. Arbitration Procedure

If ~~the~~either employeeparty disagree with the decision, the grievance may be referred to arbitration by written notice ~~from the union or~~from the party who filed the grievance within ~~fiveten (105) businessworking~~ days from receipt of the written decision.

Starting with the Union, the parties will apply on an alternating basis to FMCS arbitration services division or American Arbitration Association (AAA) for a list of seven (7) arbitrators. Once the list is obtained, the party who did not apply for the list will strike the first name and thereafter the parties will alternate striking names until one arbitrator remains. Each party will have the right to reject one panel of arbitrators. For example, if the FMCS panel of arbitrators is rejected, the parties will jointly request the AAA to furnish a panel and selection will be accomplished in the manner stated above. Both parties will make every effort to mutually establish the issue(s) to be arbitrated in advance of the arbitration hearing date.

The arbitrator shall hear the submitted grievance as soon as possible, and shall render a decision in writing within 60 days of the receipt of post hearing briefs, if any.



### 3. Arbitrator's Authority

The Arbitrator shall have no power to add to, subtract from, or change any of the terms or provisions of the Agreement. His or her jurisdiction shall extend solely to claims of a violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. The award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the questions raised by the parties in respect to the specific interpretation and application of the Agreement. Further, the arbitrator's decision will be final and binding upon all parties concerned.

### 4. Grievance/ Arbitration Expenses

All fees and expenses related to the arbitration shall be shared equally by the parties. Each party will bear its own expenses of representation and presentation of its case, including witnesses, and including the cost of any transcript for the party's own use. All expenses associated with an individual employee grievance and/or arbitration which has not been approved by the Union shall be paid by the employee.

from management

5.

### 4. Definitions

In this Article the following definitions shall apply:

- "Grievance" - means a dispute raised by an employee, or the Union, concerning the interpretation or application of any provision in this Agreement other than the Discipline, Demotion or Discharge provisions of Article 16 and the Discipline Appeal and Arbitration Procedure in Article 17.
- "Days" - means calendar days.
- "Working Days" - means the days Monday through Friday but excluding any holiday set forth in Article 26. Whenever a period of time is specified the day of the event or action which commences the period shall not be included calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

**Add to Definition section Article 2**

## **Article 197. Personnel Reduction**

1. ~~The District and the Union agree that reduction in personnel as it pertains to employees covered under the provisions of this Agreement shall be as hereinafter prescribed. When the District deems a reduction in force is necessary, it shall provide notification to the Union no later than notification is provided to the affected employees. Meetings with the Union for discussion of the effects of the proposed reduction will be scheduled upon request. Reductions shall be accomplished in accordance with the following provisions:~~

A. Requests shall be made for volunteers in the affected classifications within the division.

B. ~~Competition for retention shall be limited to other employees holding positions in the affected classifications within the division.~~Any employee subject to layoff can accept and/or request a voluntary demotion to a lower classification that they are qualified to fill providing a position vacancy exists.

C. ~~Temporary and initial probationary positions within the affected classification, within the division, within the District shall first be eliminated.~~

D. Probationary employees in the affected classification, within the division, shall be subject to layoff before layoff of regular full time employees.

ED. Part time employees in the affected classification, within the division, shall be subject to layoff before regular full time employees.

1. The determination regarding a layoff of regular full time employees shall be based on the following criteria applied to the affected division(s):

A. ~~The relative ability and qualifications of the employees as determined by the division director within the affected classifications of the affected division to be reduced.~~Seniority within the classification.

B. ~~The relative seniority of the employees in the affected classification within the given division.~~In the event two (2) or more employees have the same classification seniority, District seniority will be used.

C. In the event two or more employees have the same seniority, in the classification and within the district, active discipline history will be considered. In the event no discipline is documented the last four digits of the social security number will be used retaining the employee with the highest number.

D. An employee subject to layoff can move back to the most recently held vacant position within the classification series within the division. If the position is held by another employee the person with the most classification series seniority retains the position.

E. An employee subject to layoff can move back to the most recently held vacant position. If the position is held by another employee the person with the most District seniority retains the position.

B-F. An employee subject to layoff that moves into a lower paid position will receive a minimum 5% reduction in pay, not to exceed the top of the lower position pay scale.

2. E. Employees laid off Termination under this rule shall require the giving of bargaining agreement shall receive at least six (6) week's notice, payment in lieu of notice, or payment in any combination of notice and payment. A copy of the notice will be provided to the Union.

2. Proposed layoffs/terminations may be appealed to the Chief Health Officer through the creation of a Reduction in force appeal committee as follows:

A. In the event of Concurrent with the announcement of a reduction in force, an appeals committee will be formed. The Union will select two (2) representatives and the District will select two (2) representatives who inturn will select a fifth member who shall serve as the chairperson of the committee. comprising a reduction in force fact-finding committee.

B. These representatives shall select a fifth member who shall serve as the chairperson of the committee to hear such appeal(s). Employees subject to reduction in force may, within five (5) business days of receipt of notice request an appeal in writing to the Union and/or HR Administrator to review the facts related to their individual concerns related to the process.

C. Within ten (10) business days of receipt of the appeal, the committee shall review the appeal, investigate any allegations, and receive statements from the appealing employee, the division director and/or any other relevant persons as determined by the committee. The committee shall submit a statement of findings to the Chief Health Officer within seven (7) calendar days of the selection of the fifth member will serve as advisory committee to the Chief Health Officer and recommend action as they may agree upon. The committee shall also state a recommended action upon a majority vote of the committee members. The reduction in force fact-finding committee will serve as an advisory committee to the Chief Health Officer and recommend action as they may agree upon. Any decision shall require a majority of the committee members submit a statement of findings to the Chief Health Officer within ten (10) business days of the review. The committee shall also state a recommended action upon majority vote of the committee members.

D. The Chief Health Officer shall review the fact-finding committee's report and issue a decision that either adopts the fact-finding committee accepts or rejects the recommendation, denies the appeal, or, in the event there is no fact-finding committee recommended action at his/her discretion, directs the implementation of some other action. The decision of the Chief Health

Officer is final and binding.

3. Recall/Voluntary Demotion

A. ~~All personnel who are affected by reduction in force shall have the right to volunteer for demotion to a lower classification that they are qualified to fill providing a position vacancy exists.~~

BA Any employee demoted or ~~terminated~~ laid off from employment under this article shall have their name placed on the District's recall list for a period of eighteen (18) months. These employees shall be notified ~~once by certified mail return receipt requested, at their last known address~~ by documented contact and must and shall must respond within fourteen (14) calendar days of receipt by certified mail or in person forty eight (48) hours that they are accepting any offer of re-employment ~~on the date specified in the offer or~~ they shall be deemed to have refused the offer of re-employment. ~~In the event that the notice of delivery is not returned within fourteen (14) calendar days of mailing, the District may proceed to fill the position.~~ An employee who refuses the offer of reemployment or fails to respond within fourteen (14) days shall be passed over for that position and shall be entitled to one (1) additional offer of re-employment within the eighteen (18) month recall period. Should a second offer be refused or unanswered, the employee shall forfeit all seniority and/or rehire rights and privileges.

CB. Whenever positions become available ~~in a class within the eighteen (18) month recall period, personnel who have been laid off or reduced in grade in that class~~ demoted shall be recalled in ~~inverse order of layoff or reduction in grade~~ order of seniority to the position they held at time of lay off or demotion.

D. Providing a position vacancy exists, ~~laid off or demoted~~ employees may be offered, within recall order a position of equal or lower salary schedule assignment within their former position's classification series, e.g., Community Health Nurse I/II.

4. ~~It is agreed that the District and the Union will comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal employment opportunity, including all orders issued by the Office of Federal Contract Compliance and any other properly empowered governmental agency vested with power over these matters with regard to the District.~~

## Article 2018. Vacancies

1. The Union acknowledges that the District has the exclusive right to fill or not fill vacancies and make reassignments.
2. When a new position is created or an existing position becomes vacant in the bargaining unit, the Chief Health Officer or designee shall determine if the vacancy is to be filled by transfer, rehire, re-employment, in-house closed promotional examination or open competitive examination.
3. It is the mutual intent of the District and the Union to provide the highest level of service possible to the public. ~~It is the intent of the District to promote from within when it is in the best interests of the public to do so.~~ The decision of the District as to use of in-house closed promotion or open competitive method for filling an open position shall not be grievable.
- ~~3.4.~~ Once the position justification has been approved the position will be posted within five (5) business days. The notice of the vacancy will be posted within the District for at least ten (10) business days. The District may extend the posting period for any vacancy.
5. In addition to posting vacancies on the intranet, internet (open competitive recruitments only), and bulletin boards, Human Resources will notify employees of all vacancies via the District e-mail system. These notices will post within the District system concurrently with the external posting dates. The notice will include the classification title, salary schedule, type of recruitment, current vacancy location and Intra or Internet link for further information and access to the application process.
6. Positions may be posted and advertised outside the District concurrently with their internal posting. If the vacancy is not filled through the preceding procedures, applicants from any other source may be considered.
7. A vacancy filled by a demotion does not require posting. When an individual's job classification within the bargaining unit changes title, no vacancy exists and no posting is required.
8. A vacancy filled by a transfer or management reassignment, in a position that is equal to the employee's current position, may be solicited for interested staff or posted unless a business need dictates otherwise.
9. If a current employee who applies for a position is determined not to meet the minimum qualifications of the classification specification ~~to proceed in the examination process~~, the employee may request written explanation detailing the

reasons for the determination, including the relevance of the qualifications. Such response will be provided within ~~five~~ten (5~~10~~) business days of receipt of the request. ~~The employee may also have the decision explained to them upon receipt of the written explanation. The employee is entitled to have union representation at this meeting.~~

10. If there are five or more qualified applicants, the top five will be allowed to interview for the available position. If there are less than five qualified applicants for a vacant position, all of the qualified applicants will be interviewed.

~~40.11.~~ In all cases, the employee selected must possess the ability to perform the duties of the position and meet the qualifications and department-specific preferred qualifications.

### **Article 19 - Acting Appointments**

1. An Acting appointment for a vacant permanent position will be for an initial period of not more than six (6) months (13 pay periods). This initial time period may be extended for up to an additional six (6) months upon the request of the Division Director. The Union will be advised by Human Resources of a requested extension prior to a final determination.
2. Acting appointments and extensions require written authorization from the Chief Health Officer or designee.
3. Acting appointment requests will be made in writing by the Division Director, and will not involve a formal selection process.
4. Postings of vacant positions will be consistent with the requirements outlined in Article 18 Vacancies.
5. An employee can have additional duties and authorities assigned to them on a temporary basis to fill in for an absent or vacant position by being appointed in an "Acting" capacity.
6. An employee who is temporarily assigned to fully perform the functions of a classification in a higher salary range will receive out-of-class pay pursuant to Article 21, Section 6(A).
7. The decision to fill regular, full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable.

### **Article 220. Wages**

1. ~~1.~~ \_\_\_\_\_ The District and the Union agree to maintain a fourteen (14) step salary plan which reflects:
2. \_\_\_\_\_
3. A. \_\_\_\_\_ The one and one eighth percent (1 1/8%) change required by the PERS employee payment contribution increase that was effective July 23, 2011;
4. \_\_\_\_\_  
AB. No general increase for FY132015;

GB. No general increase for FY142016.

C. No general increase for FY2017

2. Only current active bargaining unit eligible employees as of October 1, 2014 who were hired on or before July 1, 2014, will receive a one-time payment of one and one half percent (1.5%) of the employee's annual base salary that will be distributed on the first pay period of October 2014.

2. \_\_\_\_\_  
5-3. An incumbent within a specific job classification will not be paid at a lower rate than a new hire within the same classification. If the incumbent's rate is lower than the new hire's rate the incumbent's rate will be increased to the new hire's rate.

6-4. 3. — On initial hire, an employee will be eligible for a maximum of one (1) step salary increase at successful completion of the initial probationary period.

7-5. 4. — An existing employee who is reclassified to a new position having a higher salary schedule will be eligible for a maximum of two (2) steps after completion of one (1) year in the new classification.

8-6. 5. — When an employee is promoted, the employee shall be entitled to the lowest step in the higher salary schedule that provides a minimum of five (5%) percent over the salary rate last received up to the maximum of the salary range. If the employee had more than six (6) months in the previous classification, the employee will also be given a one (1) step increase at the previous salary scale. The next step increase will be due twelve (12) months after the date of the promotion.

9-7. EA. — For the term of this agreement, employees of the District will receive a one (1) step increase upon completion of an additional twelve (12) months service until the maximum step is achieved.

8. B. — It is not the intent of either party to permanently stop the practice of annual two step increases for employees who have not reached the top of the pay scale; rather this is the parties' attempt to alleviate concerns during the current economic crisis. The parties look forward to amicable negotiations and an improved economic environment in the future wherein a return to two (2) step increases can be reinstated.

10-9. This article will be reopened for negotiation for FY2018 and FY2019.

#### Article 2135. Bilingual Pay

1. An employee will be eligible to receive Bilingual Pay provided the following conditions are met:

- A. The employee's assigned duties require them to communicate in a second language, including sign language, a minimum of 15% of the time; and
- C. The licensed employees who provide clinical services who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate Advanced level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.

OR

For all other employees who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate Basic level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.

2. The parties further recognize and agree that:

- A. Payment of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally uses bilingual skills in the course of their work; However, employees who are bilingual but do not receive bilingual pay are not required to use their bilingual skills.
- B. The employee's regularly assigned duties must require the use of the second language for communication, defined as:  
  
An encounter in which information is directly exchanged between a District employee and a client or associate who speak a common language, and/or written material in the common language intended for distribution to such clients/associates.
- C. Bilingual testing will be scheduled by the District, no less than quarterly;
- D. Bilingual premium pay shall be \$75.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. Eligible half time employees will be entitled to \$37.50. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity; and
- E. Approved bilingual pay will be subject to biannual re-authorization according to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which may be required every two (2) years under the reauthorization process, or when needed if there are concerns regarding



an employee's competency to communicate in the second language.

3. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Sections 1 (A and B) herein, as determined by the employee's division director. Nothing in this agreement shall prevent the District from using interpreter services where deemed appropriate and in the best interest of the public. The District will not create classifications solely to circumvent bilingual pay, but maintains the right to create classifications that include a requirement for a second language as operational needs or statute dictate.

**Article 242. Hours of Work, Overtime, Call Back and Premium Pay**

1. Hours of Work

A.

1. The standard work week for employees covered by this Agreement shall consist of forty (40) hours, comprised of five (5) consecutive eight (8) hour work days, exclusive of the daily lunch period. The standard workday shall be eight (8) hours between 06700 (67:00 am PST) and end at 1800 (6:00 pm PST.) Current work groups working various different shifts shall continue existing scheduling practices.
- ~~2. It is mutually agreed that a joint labor and management group will be convened on a work group basis for a period of six months following ratification of this agreement for the purpose of studying and recommending operational schedules other than those currently in place to address business needs. The purpose of these groups will be to identify the staffing methodologies and processes that will be used to ensure a necessary mix of skill and experience within any specialized work group. The recommendations of these work groups will then be submitted to the JLMC for review.~~
- ~~3. In the event that labor and management cannot agree to the staffing schemes necessary to implement number 1A2 above, the parties agree to use FMGS services for a mediated settlement.~~

B. Employees will be granted one fifteen (15) minute work break for each period encompassing four (4) hours during the course of their shift(s). In the event an employee is required to work four (4) hours or more beyond the end of their standard scheduled shift, the employee shall be granted an additional fifteen minute work break at the beginning of the overtime period. Meal breaks are neither time worked nor time on pay status. The unpaid meal break shall be at least one half hour long and near the middle of the employee's shift. Supervisors and section managers are responsible for scheduling work hours, break times and meal periods based on the District's needs and public service requirements. Employees who are required to return to duty by a supervisor during their meal break shall be placed on paid status. An employee shall not remain at the work station during the meal break.

C. Employees working a 5-day, 40-hour week (designated 5/40) shall work eight (8) hours per shift for five (5) shifts within the official workweek, and shall receive two (2) consecutive "24-hour periods off."

- D. -Employees working a 4-day, 40-hour week (designated 4/40) shall work ten (10) hours per shift for four (4) shifts within the official workweek, and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- E. Employees working an Alternate Work Schedule (AWS) shall work the approved and agreed upon work week and scheduled biweekly work cycle.
- F. When a critical, temporary business need indicates, District supervision and the employee may agree to adjust an employee's work schedule on a voluntary/temporary basis as an Adjusted Work Week (AWW) ~~within the established work week~~. If there are no volunteers management may assign with a minimum of two (2) week's notice, a mandatory adjusted work week no more than four (4) times per year or once every three months, per employee. These mandatory adjusted work weeks will be assigned by each division, section or program, on a rotational basis, by reverse seniority and posted. Employees may expect to work their regularly scheduled work hours without persistent temporary schedule changes. Any required overtime hours shall be recorded as such and will be processed as paid overtime unless the employee requests comp time payment and is eligible for comp time accrual at the time of request. Adjusted work weeks shall not be used to establish permanent work schedules within a program, section or division.

## 2. Overtime Pay / Comp Time in lieu of Overtime Pay

- A. Overtime pay is additional compensation earned by an employee.
  - ~~1. Regularly scheduled shift – Compensation shall be earned by an employee -who is held over or is requested to report early for a regularly scheduled shift, or is requested to report early for a regularly scheduled shift that will exceed the employee's normal work hours or a regularly scheduled day off.~~
  - ~~2.~~
    - 1. Paid non work hours (vacation, sick leave, personal leaveday, comp time) are not counted as hours worked when calculating daily overtime eligibility.
- B. Adjusted work week - When business need indicates, District supervision and the employee may agree to adjust an employee's work schedule on a voluntary/temporary basis as an Adjusted Work Week (AWW) within the established work week. Compensation shall be earned by an employee who works more than forty (40) hours in one week. Weekly overtime eligibility will include all scheduled paid time within the week. ~~Weekly overtime eligibility will include all paid time within the week.~~

- a. ~~————~~The District will continue to utilize adjusted work weeks as mutually agreed to cover minor adjustments to scheduling daily work hours.
- C. Scheduled Overtime is when an employee is required to report for duty at a time that is more than twelve (12) hours after notice is given. ~~Employees who work scheduled overtime shall be paid overtime for a minimum of three (3) hours from the time they report to work at the work location regardless of the amount of time spent working. If the scheduled overtime exceeds three (3) hours the employee shall be paid for the actual hours worked. If the scheduled overtime is outside the Las Vegas metropolitan area the employee shall also be paid overtime for the driving time~~The District shall include time spent traveling to and from the location to which the employee is reporting for scheduled overtime as time actually worked. -
- D. All overtime must be officially ordered and/or approved by the division director or designee. Overtime will be paid at one and one-half (1½) times the eligible employee's regular rate or, upon the employee's request, may be credited toward the employee's comp time balance up to a maximum of forty (40) hours total comp time accrual.
- E. Non-Exempt bargaining unit employees will be compensated at an overtime rate of time and one-half (1½) for hours worked in excess of their regularly scheduled shift (e.g., 8, 9, 10-hour shifts) in one work day or forty (40) hours worked in any work week. Employees may be required to work overtime.
1. ~~————~~ For a period of three (3) months following ratification of this agreement, a joint labor and management group equally seated, will be convened for the purpose of identifying which positions, currently classified as non-exempt for the purpose of overtime eligibility, will be re-classified as exempt if allowed by the Fair Labor and Standards Act (FLSA). If agreement is reached, the recommendations will then be submitted to the JLMC for review.
2. ~~————~~ In the event management and labor cannot agree on positions described in E-1 above, the parties agree to submit the exempt status of these classifications to arbitration for the sole purpose of identifying whether or not the positions are to be treated as exempt or non-exempt for the purpose of overtime.
- F. Overtime will be added to the payroll for the period during which work is performed. Overtime will not be paid for work periods of less than fifteen

(15) minutes; however, employees will not be regularly required to work over their regular shift for less than 15 minutes.

- G. When practical, overtime shall be offered to employees within a work group on an equal basis depending on the skills and abilities of the employees. Supervisors and Section Managers shall work with the employees in the work group to develop an equitable and mutually agreed upon overtime scheduling system in each work group and reduce it to writing. Disagreements on the fairness of the scheduling system shall be referred to the Division Director for resolution. If the matter is not satisfactorily resolved at the Division Director level, the matter may be referred to the Chief Health Officer for consideration.

### 3. Compensatory Time

- A. All hours of work officially approved and/or ordered as overtime in excess of an employee's normal work day or work week may be accumulated as compensatory time in lieu of overtime pay when requested by the employee. The purpose of compensatory time is to allow employees to accumulate compensatory time as a voluntary alternative to paid overtime.
- B. Compensatory time will be calculated on a time and one half (1½) rated basis. No employee eligible for overtime will be required to accumulate compensatory time rather than paid overtime.
- C. Use of compensatory time must be approved in advance by the appropriate supervisor or division director in accordance with established leave policies. Approval of compensatory time use shall be subject to District staffing needs.
- D. Accumulated compensatory time may not exceed forty (40) hours. Employees will be compensated for any unused accumulation of compensatory time at the time of separation from District service.

### 4. Call-back Pay

- A. Call-back pay is compensation earned for returning to duty after the employee has completed a regular shift, and is off duty for any period of time and is requested to return to duty with less than twelve (12) hours notice. In emergency situations requiring immediate attention where the division director or designee feels that it is necessary to call back one or more members in the department, an employee shall be paid overtime on a time and one-half (1½) rated basis. Said employee shall be paid for a minimum of three (3) hours regardless of having worked less than three (3) hours. However, in the event that the period of call back extends into the employee's normal working shift, such employee shall be paid only for

the time actually worked in addition to the normal working shift. If the period of call back exceeds three (3) hours, the employee shall be paid for the amount of time actually worked.

- B. An employee who works less than three (3) hours on the initial call back and is then called back a second time during the initial three (3) hour period shall not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences shall exceed three (3) hours, in which case the employee shall be paid for the aggregate time so worked. In the event an employee is called back for a second time after the expiration of three (3) hours from the first call back, the employee shall be paid for a minimum of three (3) hours for each call back.
- C. Employees who are called back on a holiday shall be paid at the rate of time and one-half (1½), for all hours worked in addition to holiday pay at the employee's hourly rate of pay as provided under Article 264.
- D. The District shall continue the current practice of including time spent traveling to and from the location to which the employee is reporting for call back duty as time actually worked.

## 5. Standby Duty

- A. District service needs may require 24 hour response capability. In order to address this need, standby duty is scheduled by the division director and section manager.
- B. ~~Employees shall be duly compensated for accepting standby duty assignments. Supervisors will be available on a rotational basis for administrative support to Standby duty as part of their routine duties.~~

~~1. Standby duty pay: Employees on standby duty shall be compensated at a rate of \$50 per 24 hour shift on standby duty, or \$350 per week, if standby assignments are made weekly. Standby pay will be paid in the payroll for the period during which work is performed.~~

~~2. Telephone pay: Employees on standby duty shall receive telephone pay in 15 minute increments up to a maximum of sixty (60) minutes for each hour.~~

~~If a Supervisor on standby duty covering administrative standby duty must report for on-site duty, consideration of the time worked will be given for subsequent schedule adjustment by the unit manager, the actual time spent on duty will be compensated as overtime pay or compensatory time. Employees on standby duty are ineligible for callback pay.~~

6. Out of Class Pay

- A. When a permanent employee is assigned, in writing, to work on a temporary basis in a higher classification, for five (5) or more consecutive working days, the employee shall be paid at the lowest step equal to at least 5% above the employee's regular hourly rate of pay for the entire period. Such assignment must be approved in writing by the section manager and division director in advance and shall be given to the employee at the time of assignment. Emergency assignments must be confirmed in writing within one business day of the assignment by the Section Manager and Division Director. Managers will not rotate/change out of class assignments of three (3) days or more in order to avoid out of class pay.
- B. These provisions do not apply to employees who voluntarily accept the opportunity to train and improve their effectiveness in the higher classification. Insofar as practical such opportunities will be provided to qualified employees on an impartial and equitable basis.

7. Shift Differential

Shift differential is defined as the amount of compensation paid to an employee in addition to the employee's normal hourly salary for working a regularly scheduled shift other than day shift. A regularly scheduled shift is a shift created by the division/section that is the same schedule for at least a month. Any employee working a regularly scheduled shift that begins prior to 4:00 am or ends later than 9:00 pm must be paid a shift differential equal to one dollar (\$1.00) per hour for the entire shift.

Article 3623. Use of Personal Vehicles and Out of Jurisdiction Travel

1. Personal Vehicles

- A. When a Health District employee is required to utilize a private vehicle for District purposes, the employee shall receive monthly reimbursement at the established IRS mileage rate for each mile driven on behalf of the District. Reimbursement shall be based upon verification of miles driven, in accordance with District Policies and procedures. In addition, each month the employee shall receive an allowance of \$50.00 for 200 or more miles driven during the calendar month.
- B. Mileage for District purposes shall include:
  - (1) Mileage driven during normal work hours on District business;

(2) Mileage driven from the employee's home to a work location(s) and home when working scheduled overtime or call back.

(3) Mileage driven to or from work, other than for scheduled overtime or call backs or for personal business during a work day is excluded from any form of mileage payment.

2. Bargaining Unit Employee Travel Out Of Jurisdiction

A. All bargaining unit employees shall have their travel arrangements made in accordance with the established District travel policy. Designated District personnel shall consider any specific travel requests made by the traveling employee when the travel request is submitted for approval and shall make a reasonable attempt to schedule the travel accordingly if the requests are in conformance with established District travel policies.

B. Travel hours will be hours worked when:

(1) An employee has a special 1-day work assignment in another city. All time spent traveling will be hours worked.

(2) Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is time worked when it cuts across the employee's normal workday or during normal working hours on non-working days. Thus, if an employee regularly works from 8:00 a.m. to 4:30 p.m. from Monday through Friday, the travel time during these hours is considered hours worked on Saturday and Sunday. Consideration of an Adjusted Work Week may be given when extended travel hours fall outside of the regular work hours.

(3) If an employee is required to drive a vehicle as the mode of travel on out of town overnight travel, the time from home to the destination and the destination back home is hours worked.

C. Unless otherwise mandated by other requirements, including grants and other funding sources, employees traveling on out-of-jurisdiction business shall receive food and incidentals at a per diem at the rate set by the General Services Administration for the city and dates on which the employee is traveling. An employee whose travel time status encompasses less than an eight (8) hour day shall receive a per diem at 75% of GSA.



**Article 264. Holidays**

1. The following 8-hour holidays shall be paid legal holidays for all members of the bargaining unit;

- (1) January 1<sup>ST</sup> (New Year's Day);
- (2) Third Monday in January (Martin Luther King's Birthday);
- (3) Third Monday in February (Washington's Birthday);
- (4) Last Monday in May (Memorial Day);
- (5) July 4<sup>TH</sup> (Independence Day);
- (6) First Monday in September (Labor Day);
- (7) Last Friday in October (Nevada Day);
- (8) November 11<sup>TH</sup> (Veteran's Day);
- (9) Fourth Thursday in November (Thanksgiving Day);
- (10) Fourth Friday in November (Day after Thanksgiving);
- (11) December 25<sup>TH</sup> (Christmas Day);
- (12) Floating Holiday

2. Each District employee covered shall be entitled to one (1) 8-hour Floating Holiday annually, which will be credited January 1<sup>st</sup>. Said holiday must be scheduled in advance by the employee with the supervisor and must be taken during the calendar year in which it is earned.

3. The District will observe as a holiday any day appointed by the president of the United States, or the governor of the state of Nevada for public fast, thanksgiving, or as a legal holiday except for any presidential appointment of the fourth Monday in October as Veteran's Day.

4. If any holiday listed above falls upon a Sunday, the Monday following shall be observed as a legal holiday. If any holiday listed above falls upon a Saturday, the Friday preceding shall be observed as a legal holiday. Employees whose scheduled days off fall on holidays because they work other than the standard work week (that is, Monday through Friday) are entitled to eight (8) hours of holiday bank time that will be used to cover the time difference between the holiday hours available and the

time needed to compensate the employee for their normal shift. Holiday bank hours can be used for other time off requests with the understanding that if there are no hours accrued in the employee's holiday bank, hours needed to make up the difference between the holiday hours paid and the employee's normal shift shall be taken from accrued vacation.

Any accrued holiday bank hours will be paid upon termination of employment.

5. Employees classified as overtime exempt who are required to work at least four (4) hours on a designated holiday will be entitled to earn holiday bank hours in four (4) hour increments not to exceed eight (8) hours. Holiday bank hours earned by exempt employees must be used within 60 days of being earned.

6. Employees on an approved adjusted work schedule (AWS) with shifts in excess of eight hours will be charged with the appropriate number of vacation hours for each holiday that occurs on a scheduled work day that the employee does not work. (Example – an employee working 4/10's will be charged two (2) hours of vacation time for each holiday in order to assure a paid 40-hour work week.)

76. Any employee scheduled to work or called back on the holiday will be paid holiday pay in addition to overtime or compensatory time earned in accordance with Article 242, Hours of Work.

87. Employees working less than a full time schedule have a prorated paid holiday schedule based on hours of work.

#### Article 22. Wages

~~1. The District and the Union agree to maintain a fourteen (14) step salary plan which reflects:~~

~~A. The one and one eighth percent (1 1/8%) change required by the PERS employee payment contribution increase that was effective July 23, 2011;~~

~~B. No general increase for FY13;~~

~~C. No general increase for FY14.~~

~~2. An incumbent within a specific job classification will not be paid at a lower rate than a new hire within the same classification. If the incumbent's rate is lower than the new hire's rate the incumbent's rate will be increased to the new hire's rate.~~

~~3. On initial hire, an employee will be eligible for a maximum of one (1) step salary increase at successful completion of the initial probationary period.~~

~~4. An existing employee who is reclassified to a new position having a higher salary schedule will be eligible for a maximum of two (2) steps after completion of one (1) year in the new classification.~~

~~5. When an employee is promoted, the employee shall be entitled to the lowest step in the higher salary schedule that provides a minimum of five (5%) percent over the salary rate last received up to the maximum of the salary range. If the employee had more than six (6) months in the previous classification, the employee will also be given a one (1) step increase at the previous salary scale. The next step increase will be due twelve (12) months after the date of the promotion.~~

~~A. For the term of this agreement, employees of the District will receive a one (1) step increase upon completion of an additional twelve (12) months service until the maximum step is achieved.~~

~~B. It is not the intent of either party to permanently stop the practice of annual two step increases for employees who have not reached the top of the pay scale; rather this is the parties' attempt to alleviate concerns during the current economic crisis. The parties look forward to amicable negotiations and an improved economic environment in the future wherein a return to two (2) step increases can be reinstated.~~

#### Article 275. Vacation Leave

The District and the Union agree that vacation is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.

1. Employees shall be eligible to take vacation after completion of six (6) months of continuous service.

2. Vacation Accrual

A. Vacation shall accrue from the date of entry on duty to those employees except those employed on a less than twenty hour or temporary appointment basis.

B. Southern Nevada Health District employees working on a full-time basis employed in the classified and exempt service shall earn credits on the following basis:

0 to 1 Year- 80 Hours per Annum (.03846 Hours/Paid Hour)  
1 to 8 Years – 120 Hours per Annum (.05769 Hours/Paid Hour)  
8 to 13 Years – 144 Hours per Annum (.06923 Hours/Paid Hour)  
13 Years and Over – 160 Hours per Annum (.07692 Hours/Paid Hour)

C. All accumulations will be computed on the basis of paid hours, excluding overtime of service; part-time employees working regularly twenty (20) hours or more per week shall be granted vacation on a prorated basis. Unpaid hours will not be used to compute vacation accruals.

3. Vacation Usage

A. Vacation may only be taken with approval of the division director or section manager. District staffing needs are to take precedence. Subject to such priorities, granting of vacation shall not be unreasonably withheld. Absences not specifically covered by the provisions of this Agreement may be chargeable to vacation after approval of the division director or section manager, to the extent that vacation has been accrued.

B. An employee may request vacation up to six (6) months in advance of the requested date(s). Barring any specific staffing conflicts, such leave requests shall be approved or denied and returned within 14 calendar days of submission. Employees within the workgroup shall be given preference in being scheduled based upon date of submission and District seniority. This means that the first person submitting a vacation request on a calendar day shall be given preference, unless a person in the same classification with greater District seniority submits a request within the same calendar day.

C. An employee desiring to use accrued vacation time may request approval at any time. Leave requests should be submitted in person to the employee's supervisor.

D. Vacation leave requests surrounding major holidays will be approved on a rational basis within a work group or department when necessary to provide equal opportunities for all staff.

4. Annual Vacation Carryover

A. Vacation credit may not be accumulated at the beginning of any calendar year to exceed twice the employee's annual allocation – maximum accumulation based on years of service as follows:

0 to 1 Years – 160 hours

1 to 8 Years - 240 hours

8 to 13 Years – 288 hours

13 Years and Over – 320 hours

B. Amounts in excess of the above schedule at the beginning of any calendar year shall be forfeited or, with written permission of the employee, all or part of the excess may be transferred to the Catastrophic Donated Leave Bank. Exceptions to the above will be only with the Chief Health Officer's approval in writing.

C. Human Resources will notify employees in writing by October 31<sup>st</sup> of each year if they will exceed their maximum vacation carryover by December 31<sup>st</sup> of the same year.

1. 5. Vacation Buy-Back

A. Upon written request and subject to the following conditions, Employees may be paid for earned but unused vacation not to exceed a maximum request of eighty (80) hours:

B. To be eligible, Employees must have a minimum of eighty (80) hours of earned unused vacation hours remaining after the buy-back:

C. The rate of pay will be the same as what is received if the Employee were to work his/her regular shift:

D. An Employee can buy – back a forty (40) hour or an eighty (80) hour increment once a year:

E. Employees must have taken at least five (5) vacation days of leave that year:

F. Employees shall submit their request for buy-back during the month of September with a deadline of October 1st of each year on a form provided by Human Resources:

G. Buy-back of vacation leave shall be paid on the first pay check of each November.

65. — — Payment for Unused Vacation:

A. At separation: Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day of employment.

B. Upon death of employee: Upon the death of a person in the employ of the District, a lump sum payment for vacation time accrued to the employee's credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.

Article 286. Sick Leave

1. Sick Leave Accrual

A. From date of employment to one hundred twenty (120) months an

employee shall be entitled to one (1) day of sick leave for each month of full-time service. After completion of one hundred twenty (120) months an employee shall be entitled to one and one-fourth (1 1/4) days of sick leave each month of full-time service, based on actual paid hours, excluding overtime. There is no limit on the amount of sick leave that can be accumulated. Part-time employees working regularly twenty (20) hours or more per week shall be granted sick leave on a prorated basis. Sick leave accruals shall be earned on the following basis:

0 to 10 Years – 96 hours per Annum (.04615 hours/hour worked)

Over 10 Years – 120 hours per Annum (.05769 hours/hour worked)

## 2. Sick Leave Usage

Sick leave with pay can only be granted to an employee upon approval of the division director or designee for the following reasons:

A. Bonafide (defined as in good faith without fraud or deceit) injury, illness or pregnancy of employee;

B. Bonafide illness of a member of the employee's immediate family and if residing with the employee, the immediate step children;

i. "Immediate Family" is defined as including only the employee's spouse, parent, brother, sister, child, adopted child, foster child or other legal dependant(s), including domestic partners properly registered in the State of Nevada.

C. Necessary medical or dental office visits which cannot be scheduled outside normal working hours.

D. Bereavement leave not to exceed five (5) days, in the event of a death of a person close to the employee for the purpose of bereavement and attending services.

3. Whenever an employee's personal illness absence equals or exceeds three (3) working days, a medical release may be requested to ensure the employee may safely return to work without adversely impacting or compromising their personal health or the health of others. Medical release may also be required if there is reason to suspect abuse of sick leave, e.g. multiple instances of illness that equal two working days.

4. A person claiming sick leave with pay, and any supervisor approving the same, where it is shown that such claim was made or approved by such claimant or

supervisor, knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to disciplinary action.

5. Payment of Unused Sick Leave:

A. Pay-off at separation: An employee hired before July 1, 2014 who leaves the service of the District after three (3) years of employment, shall receive payment for 100% of sick leave accumulated for the first 800 hours accumulation; 50% of sick leave accumulated from 801 hours through 1600 hours and 25% of sick leave accumulated over 1600 hours. Payment shall be based on the employee's base hourly wage at time of separation.

B. Pay-off at separation: An employee hired after June 30, 2014 who leaves the service of the District after four (4) years of employment, shall receive payment for 100% of sick leave accumulated for up to 800 hours. Payment shall be based on the employee's base hourly wage at time of separation.

BC. Pay-off upon death of employees: Upon the death of a person in the employ of the District, a lump sum payment for accrued sick leave credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.

Article 3727. – Family Medical Leave Act (FMLA)

1. The District will comply with all of its obligations under the Family and Medical Leave Act (FMLA).

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2. The employee will be eligible for an additional two weeks of leave beyond the 480 hours provided the attending physician provides a return to work certification to full duty within 10 business days following the end of the 480 hour Family Medical Leave time period. Documentation regarding the employees return to duty must be received prior to the expiration of the 480 hour of the Family Medical Leave.

3. Failure to return from Family Medical Leave will be considered voluntary separation from the District.

4. Employees will be responsible for payment of the employee portion of their benefits during any leave periods which are unpaid.

Employees shall not be required to use FMLA leave for absences that do not meet the

"serious health condition" criteria as outlined in FMLA regulations.

3. Examples of absences not meeting the "serious health condition" criteria may include:

A. Minor colds or flus that do not require care by a medical professional as judged by the employee (A District required medical release does not constitute medical care);

B. Minor injuries that require no more than minor first aid;

C. Attending to a family member with a minor illness as permitted under the sick leave provision of this contract;

D. Doctor and dentist visits that are not related to FMLA leave used in the past 12 months.

4. Prior to returning to work, the employee on leave for their own serious medical condition must provide a "fitness for duty" return to work release note from their attending physician. A "fitness for duty" return to work release may be denied if the return is other than a return to full duty with no restrictions. Human Resources will make the final determination on approval to return.

5. If the employee does not return to work at the end of the 480 hour FMLA leave, due to reasons other than their own serious illness, the District will consider this a voluntary separation due to personal circumstances and the employee will be terminated at that time. Documentation regarding the employee's return to duty must be received from the employee's physician prior to the expiration of the 480 hour FMLA time period. The physician's return to work certification must return the employee to full duty within 14 days following the end of the 480 hour FMLA time period. Otherwise, the District will separate the employee as "unable to return from FMLA".

6. Employees must use any and all accrued leave balances for either the 480-hour FMLA time period or any extension under paragraph 5 above.

### Article 28 - Extended Medical Leave

1. Employees with a serious medical illness or injury who will not be able to return to work at the end of the twelve (12) week (480 hour) FMLA period but who may be able to return within the twelve (12) week period following the end of FMLA may be eligible for an extended medical leave. This twelve (12) week period will be inclusive of the 2 week extension offered with FMLA.

2. Eligibility – the following criteria must be met:



- A. The employee must have been employed for SNHD as a full or part time employee for a minimum of five (5) consecutive years.
- B. The employee must have a catastrophic medical event that can be described as an unanticipated and debilitating illness or injury rendering the employee incapable of performing the essential physical requirements of his/her job for more than three consecutive months and which keeps the employee from work during an extended treatment and/or rehabilitation period.
- C. The employee must have submitted for and been approved to take consecutive family medical leave (FMLA).
- D. The FMLA Certification of Healthcare Provider form must indicate that the employee will be unable to work beyond the 12 weeks guaranteed under FMLA. If the employee's medical condition changes prior to the expiration of FMLA, he/she must submit medical documentation to Human Resources.

3. Additional Considerations:

- A. The employee may or may not have sufficient vacation or sick leave to cover the extended medical leave period.
- B. If the employee does not have sufficient paid leave to cover the period of recovery, the employee may receive donations of vacation or sick leave from other employees or the donated leave bank up to the limits set forth in Article 29.
- C. If the employee is on unpaid leave, he/she will be responsible for submitting their entire monthly benefit payments to the Human Resource Department.
- D. Job protection under FMLA will cease during the extended medical Leave period. Employees returning after the twelve (12 week) FMLA period will be eligible for any vacant position for which they are qualified.

**Article 29 - Donated Leave**

- 1. When an eligible employee has exhausted all accrued leave as a result of illness, injury or bereavement, then the eligible employee may file a request for donations of leave.
  - A. Leave Bank
    - (1) Bereavement: In the event of the death of a person close to the employee for the purposes of bereavement and attending services

may apply for up to forty (40) hours of donated leave. The district reserves the right to request proof of death.

- (2) Illness/Injury: In the event of the illness/injury of an eligible employee or a covered family member or if the employee is the primary caregiver, he/she may apply for up to two hundred forty (240) hours of donated leave. Leave requests will be made to the Human Resources Administrator or designee. The request must be accompanied by a medical statement from the attending Physician explaining the nature of the illness/injury and any other information requested by Human Resources including an estimated amount of time the employee or other eligible person will be incapacitated.
- (3) If the original request for donated leave is denied, the employee may request an appeal through the appeals committee. A five member appeals committee comprised of three (3) members appointed by the Union, and two (2) members appointed by the Chief Health Officer or designee will review the request to verify the employee's eligibility to receive leave donations. The committee shall abide by all HIPAA requirements.

B. Donation to designated employee

- (1) Individual employees may donate sick leave or vacation to a designated employee by completing the Donated Leave Form and submitting to the Human Resources Department.
  - (2) Donated leave will be applied to the designated employee only when the need for leave exists and the employee has met the bereavement or illness/injury requirements as outlined in section 2.
  - (3) Any donated leave not utilized by a designated employee for the purpose originally intended will be returned to the donating employee.
  - (4) Donations can be made from the donor's accrued:
    - a. Vacation Leave and/or Personal Holiday time
    - b. Sick Leave if the employee has been employed for more than thirty six (36) consecutive months and will have a balance of at least 120 hours of sick leave after the deduction of the donated hours.
2. The minimum donation is four (4) hours, the maximum donation is forty (40) hours per solicitation, excluding hours donated in lieu of forfeiture. Employees must have a vacation balance of at least forty (40) hours after the donation.

3. The donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to leave at the hourly rate of the recipient.
4. The Union will conduct the solicitation of donations and will be limited to an information only solicitation. All donations will be submitted to the Union and human resources on a form agreed to by the Donated Leave Committee. Human resources will maintain appropriate records available to the Donated Leave Committee detailing time donated, the converted dollar value available and the projected and actual cost of all approved grants.
  - A. Eligible Employees
    - (1) The Donated Leave Bank Program is available to all District employees excluding temporary and less than half time employees. Employees must have successfully completed the initial probationary period.
    - (2) Employees with a work related workers' compensation claim are not eligible for the Donated Leave Bank Program.
5. Any employee who receives Donated Leave Bank Program benefits and is subsequently awarded workers' compensation shall reimburse the Donated Leave Bank Program for all Donated Leave Bank Program received that are covered by workers' compensation payments.
6. Donated Leave Bank Program: illness/injury is defined as an illness or injury that requires home bound care pursuant to the Center for Medicare and Medicaid Services (CMS) in-patient care standards at a medical facility or has a diagnosis and / or is in treatment that requires absence from work according to the provisions of FMLA, and/or extended medical leave with documentation from the treating physician. The illness or accident cannot be a result of an illegal act by the employee.
7. The Union and the District agree that should any problem arise in the administration of this program or should any abusive practice arise, that the Union and District agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.
8. Donated leave is available to a domestic partner when the domestic partner is covered or eligible to be covered by any District health insurance plan, as defined within said plan documents or provides proof of proper Domestic Partnership Registration in Nevada.

## **Article 30 - Bereavement**

1. Bereavement leave not to exceed five (5) days, in the event of a death of a person close to the employee for the purpose of bereavement and attending services.
2. Paid bereavement will be charged against the employee's unused annual or sick leave accruals if available. If unavailable, the employee may request leave without pay.
3. The District reserves the right to request proof of death.

#### **Article 301. Court Leave**

1. Eligible employees called to serve on jury duty during their normal working hours shall receive their regular pay and return all jury pay to the District. Those persons called but not selected to serve on the jury shall report back to work when excused.
2. Eligible employees subpoenaed to appear as a witness in any civil, criminal, or administrative proceeding shall receive their regular pay providing that all witness fees or pay is returned to the District.
3. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to District business.

#### **Article 312. Military Leave**

1. In the event that a District employee is absent due to being called into the military service of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard for duty, the employee shall continue to receive regular compensation from the District, for a period of not more than fifteen (15) working days in any one (1) calendar year. This military leave will be in addition to the employee's annual vacation.

## Article 323. Educational Leave & Tuition Reimbursement

### 1. Educational Leave

- A. A full-time permanent employee may, with prior approval of the Chief Health Officer or designee, be granted leave with pay to attend work related courses, seminars and training programs that are conducted away from District facilities to assist in improving quality of service to the District or to satisfy minimum state license requirements.
- B. Upon written application to the division director, a full-time permanent employee may, with the Chief Health Officer's prior approval, be granted educational leave with pay to attend educational courses on Health District premises during duty hours to assist in improving quality of service to the District or to satisfy minimum State license requirements. The District will pay full tuition and/or registration costs for such continuing education programs officially sponsored or co-sponsored by the District which occur on its premises.
- D. District staffing needs will take precedence in the granting of educational leave.
- E. All necessary costs to obtain certifications required by the District in excess of those required in the employee's classification specification to meet minimum employee standards and requirements shall be paid for by the District.

### 2. Tuition Reimbursement

#### A. Eligibility

The District will reimburse tuition to employees who meet the requirements of the tuition reimbursement policy. No change will be made to the District policy without agreement by the Union. Eligible employees include all active full-time permanent employees who have completed twelve months of continuous employment. Eligible employees must maintain eligibility during the entire length of the course.

Employees must apply for tuition reimbursement in accordance with the requirements of the District's tuition reimbursement policy.

Employees must achieve a passing grade of "B" or higher to be eligible for full tuition reimbursement. A passing grade of "C" will be eligible for reimbursement at 50% of tuition only. Any grade below "C" will not be eligible for reimbursement. Pass or fail courses must be passed in order

for reimbursement to be granted.

Graduate Equivalency Diploma (GED) must be successfully obtained in order for tuition reimbursement for the GED program to be approved.

B. Approved Coursework

To be eligible for tuition reimbursement, courses must be:

1. Undergraduate or graduate level courses offered by an accredited college or university on a semester or quarter basis, or approved GED preparation programs.
2. Related to a career path within the District. The employee must demonstrate how the course will benefit the District by enabling the employee to perform more effectively.

C. Amount of Reimbursement

The District shall reimburse the employee for fees paid for tuition and text books for approved courses up to \$3,000 (three thousand dollars) per calendar year. GED equivalency reimbursement will be limited to \$1500.

D. Repayment

Employees must agree to work for the District at least 24 calendar months after reimbursement. If the employee fails to work for the District for the full 24 months, the employee must agree to refund to the District the full amount the District paid for course(s) and/or books.

**Article 23. Retirement**

1. ~~Except as noted in paragraph three (3) below, the Health District shall pay the employee's portion of the standard retirement contribution to the Public Employees' Retirement System (PERS) for employees who qualify under the rules of the system.~~
2. ~~The term "standard retirement contribution" does not include any payment for the purpose of previous credit service on behalf of the employee.~~
3. ~~Effective January 24, 2012, all contribution increases required by PERS shall be split between the District and the employee by a reduction in the employee's base salary in accordance with PERS policy and procedure.~~

**Article 234. Group Health Insurance**

1.

- A. The District shall maintain the current group health and life insurance plan with Clark County until the District Board of Health establishes a new plan by contracting with appropriate providers through the recommendation of the Health Insurance Study Committee (HISC).

The District and the SEIU have each appointed three members to a Health Insurance Study Committee (HISC). The purpose of the committee is and shall be to review and recommend to the Health District Chapter of the SEIU and the District Board of Health any new SNHD Health Benefits Program. The committee shall be headed by two co-chairs with one appointed by SEIU and one appointed by the District.

- B. The HISC shall also be responsible for reviewing and making recommendations on such matters that relate to the Health Insurance Program as may be needed.
- C. Union and District committee members may invite appropriate experts and other personnel to committee meetings to provide knowledge and assistance in meeting the HISC goals and assignments. The District shall provide needed staff support for the HISC and shall pay for any required actuarial studies and other needed professional services. Such professional services must be jointly selected by the HISC committee members and all commission, bonuses, fees and compensation shall be fully disclosed.

2.

Dependents of District employees shall include domestic partners, where permitted by the terms of the plan, including any amendments thereto during the duration of this agreement. ~~The District Employee Health Insurance Fund has been established for the purpose of providing employees with an additional insurance subsidy on a monthly basis that will be used to help pay the cost of the employees Health Insurance costs. Beginning with the premium due for January 2013 whenever employee and/or dependent insurance costs exceed the district paid insurance subsidies shown in Table Two, the HISC shall meet to determine the amount of an additional subsidy that will be paid from the Employee Health Insurance Fund and applied to the appropriate dependent group. Such subsidy will end and employees will be responsible for the entire increase cost when the Employee Health Insurance Fund is depleted of funds.~~

3.

- A. The District shall fund the health insurance program on a per employee per month basis as shown in the tables below. Any difference between the cost of the insurance and the amount funded by the District shall be paid by the employee. ~~Effective July 1, 2011, the District shall only pay the~~

actual cost of the insurance plan chosen by the employee **OR** the maximum of the amount shown in ~~Table One~~ the tables below.

**Table – January 2012~~5~~ through December 2017~~2~~**

Plan	Employee Only	Employee and Spouse	Employee and Children	Employee and Family
PPO	<del>545</del> 100% of premium	715	715	915
HMO	100% of premium <del>545</del>	715	715	915

**Table Two – January 2013~~8~~ through December 2019~~4~~**

Plan	Employee Only	Employee and Spouse	Employee and Children	Employee and Family
PPO	100% of premium <del>545</del>	745 <del>0</del>	750 <del>15</del>	945 <del>950</del>
HMO	100% of premium <del>545</del>	745 <del>750</del>	745 <del>750</del>	945 <del>950</del>

~~B. Dependents of District employees shall include domestic partners, where permitted by the terms of the plan, including any amendments thereto during the duration of this agreement.~~

**Article 3435. Employee Assistance Program**

1. The Southern Nevada Health District will provide an Employee Assistance Program for all Health District employees.
2. The District will ensure the confidentiality of all employees who utilize the Employee Assistance Program. All employee information will remain in the confidence of the program administrator and the employee.

**Article 25. ~~Disability~~36 Workers Compensation**

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



2. Compensation during Leave of Absence - In the event an employee is absent from work due to a occupational injury/illness, the employee will be compensated service-connected disability, approved pursuant to NRS Chapter 616 or 617. It is the intent of the District to pay the injured worker whose claim has been recorded and accepted by the District Workers Compensation Insurer and/or claims administrator the difference between full biweekly salary and compensation awarded for the lost wage under NRS provisions. The District shall supplement the injured worker's pay, not to exceed full pay, for a period of illness/injury up to a maximum of seven weeks or 280 hours. Employees receiving full pay for the period of lost wage shall surrender additional or duplicate disability pay within seven (7) working days of receipt. ~~the employee may receive, in addition to the compensation as provided by NRS Chapter 616 or 617, a supplemental amount from the District which would cause the total amount received by the employee from the service-connected disability and the District to equal the employee's full salary at the time of the employee's disability. The supplemental compensation will start from the first day of absence or illness, but shall not exceed seven weeks or 280 work hours for the same incident. During this period, the employee shall not forfeit any accrued sick leave. Successful completion of the probationary period is required in order to qualify for the supplemental compensation from the District.~~

3. Communication During Leave of Absence - ~~The employee~~ It is the intent of the District to pay the on-the-job injured employee whose claim has been recorded and accepted by ~~will~~ maintain ongoing communication with the District and the District Workers Compensation Insurer following initial treatment for an occupational injury/illness. All progress reports and related documents pertaining to employee's medical treatment must be submitted to Human Resources. Human Resources will facilitate the claim processing and give appropriate notification to the employee, employee's supervisor and appropriate managers regarding the claim status, and/or Administrator ~~the difference between full biweekly salary and that provided pursuant to NRS Chapter 616 or 617 as salary continuance. Therefore, the employee shall return to the District all disability payments received which were made under NRS Chapter 616 or 617 covering the period enumerated in Section 1 of this Article. Failure to surrender disability payments within 7 working days of receipt shall result in verbal notification that the requested disability payments must be surrendered within three (3) working days or the employee shall be subject to supplemental pay disqualification and retroactive overpayment recovery. Supplemental pay may not be returned to reinstate accrued time adjusted for overpayment recovery. If an employee entitled to disability compensation has not completed the probationary period, or if an employee who has received supplemental compensation for the maximum seven weeks or 280 work hours is unable to return to work, the employee may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the District as provided in NRS Chapter 281.390. If the employee is receiving no compensation for time missed from work through the Worker's Compensation Program, the employee must use leave benefits to fully account for any absence.~~

4. Duration of Leave of Absence - ~~When accrued sick leave has expired, if the an~~

employee is still unable to work following the seven (7) week or 280 hour disability period, the employee may request the use of accumulated sick pay, earned compensatory time, or vacation pay to supplement lost wage awarded under NRS provisions. Upon such request the employee's accumulated leave would be used to balance the employee's workers compensation payment so that the employee will receive income equal to the salary at the time of disability. The employee may elect not to use accrued paid time to supplement pay during the disability period.

~~and the employee is receiving compensation for time missed from work through the Worker's Compensation Program, the employee will be permitted to use accrued vacation leave as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided that the employee has so elected to use vacation leave as sick leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status until nine (9) months of temporary disability occurs or until permanent disability is determined. Thereafter, the employee will be medically separated from employment. The employee remains eligible for Workers Compensation provisions under NRS 616 or 617 which may include but are not limited to ongoing disability compensation, vocational rehabilitation or other benefits. Remaining unpaid accrued sick and vacation balances will be paid out in accordance with this agreement. The employee shall be required to provide the District with medical certification substantiating fitness for duty prior to rehire consideration.~~

~~4. Employees may solicit catastrophic leave hours after exhausting their continuous accrued vacation, sick and compensatory hours to remain in paid status.~~

~~5. The District may require the employee to be available for light duty work assignments, with appropriate physician review and approval. If an employee entitled to disability compensation has not completed the probationary period, or if an employee who has received supplemental compensation for the maximum seven weeks or 280 work hours is unable to return to work, the employee may elect to utilize accrued sick leave, during which period the employee shall receive compensation from the District as provided in NRS Chapter 281.390. If the employee is receiving no compensation for time missed from work through the Worker's Compensation Program, the employee must use leave benefits to fully account for any absence.~~

6. Before returning to work following a leave of absence for a work-related disability, an employee must submit a physician's verification stating the employee's ability and fitness to return to full duty work status and/or if there are any work restrictions and the date that the restrictions will be eliminated. The employee may remain on occupational leave until one of the following occurs: medical release to return to duty, nine (9) months temporary total disability, or until such time as a permanent disability from performing job duties is determined.

~~6. When accrued sick leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the Worker's Compensation Program, the employee will be permitted to use accrued vacation leave~~

~~as sick leave. Subsequent to the expiration of both the employee's sick and vacation leave, provided that the employee has so elected to use vacation leave as sick leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status until nine (9) months of temporary disability occurs or until permanent disability is determined. Thereafter, the employee will be medically separated from employment. The employee remains eligible for Workers Compensation provisions under NRS 616 or 617 which may include but are not limited to ongoing disability compensation, vocational rehabilitation or other benefits. Remaining unpaid accrued sick and vacation balances will be paid out in accordance with this agreement. The employee shall be required to provide the District with medical certification substantiating fitness for duty prior to rehire consideration.~~

~~7. Employees may solicit catastrophic leave hours after exhausting their continuous accrued vacation, sick and compensatory hours to remain in paid status.~~

~~The District may require the employee to be available for light duty work assignments with appropriate physician review and approval.~~

**Article 26. Holidays**

~~4. The following 8-hour holidays shall be paid legal holidays for all members of the bargaining unit:~~

(7) January 1<sup>st</sup> (New Year's Day);

(8) Third Monday in January (Martin Luther King's Birthday);

(9) Third Monday in February (Washington's Birthday);

(10) Last Monday in May (Memorial Day);

(11) July 4<sup>th</sup> (Independence Day);

(12) First Monday in September (Labor Day);

(12) Last Friday in October (Nevada Day);

(13) November 11<sup>th</sup> (Veteran's Day);

(14) Fourth Thursday in November (Thanksgiving Day);

(15) Fourth Friday in November (Day after Thanksgiving);

(16) December 25<sup>th</sup> (Christmas Day);

(12) Floating Holiday

3. ~~Each District employee covered shall be entitled to one (1) 8-hour Floating Holiday annually, which will be credited January 1<sup>st</sup>. Said holiday must be scheduled in advance by the employee with the supervisor and must be taken during the calendar year in which it is earned.~~

~~3. The District will observe as a holiday any day appointed by the president of the United States, or the governor of the state of Nevada for public fast, thanksgiving, or October as Veteran's Day.~~

5. ~~If any holiday listed above falls upon a Sunday, the Monday following shall be observed as a legal holiday. If any holiday listed above falls upon a Saturday, the Friday preceding shall be observed as a legal holiday. Employees whose scheduled days off fall on holidays because they work other than the standard work week (that is, Monday through Friday) are entitled to eight (8) hours of holiday bank time that will be used to cover the time difference between the holiday hours available and the time needed to compensate the employee for their normal shift. Holiday bank hours~~

~~can be used for other time off requests with the understanding that if there are no hours accrued in the employee's holiday bank, hours needed to make up the difference between the holiday hours paid and the employee's normal shift shall be taken from accrued vacation.~~

~~Any accrued holiday bank hours will be paid upon termination of employment.~~

- ~~5. Employees on an approved adjusted work schedule (AWS) with shifts in excess of eight hours will be charged with the appropriate number of vacation hours for each holiday that occurs on a scheduled work day that the employee does not work. (Example — an employee working 4/10's will be charged two (2) hours of vacation time for each holiday in order to assure a paid 40-hour work week.)~~
- ~~6. Any employee scheduled to work or called back on the holiday will be paid holiday pay in addition to overtime or compensatory time earned in accordance with Article 21, Hours of Work.~~
- ~~7. Employees working less than a full-time schedule have a prorated paid holiday schedule based on hours of work.~~

#### ~~Article 27. Vacation Leave~~

~~The District and the Union agree that vacation is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business.~~

- ~~3. Employees shall be eligible to take vacation after completion of six (6) months of continuous service.~~
- ~~4. Vacation Accrual
  - ~~A. Vacation shall accrue from the date of entry on duty to those employees except those employed on a less than twenty hour or temporary appointment basis.~~
  - ~~B. Southern Nevada Health District employees working on a full-time basis employed in the classified and exempt service shall earn credits on the following basis:  
  
0 to 1 Year — 80 Hours per Annum (.03846 Hours/Paid Hour)  
1 to 8 Years — 120 Hours per Annum (.05769 Hours/Paid Hour)  
8 to 13 Years — 144 Hours per Annum (.06923 Hours/Paid Hour)  
13 Years and Over — 160 Hours per Annum (.07692 Hours/Paid Hour)~~~~

~~C. All accumulations will be computed on the basis of paid hours, excluding overtime of service; part-time employees working regularly twenty (20) hours or more per week shall be granted vacation on a prorated basis. Unpaid hours will not be used to compute vacation accruals.~~

### ~~3. Vacation Usage~~

~~A. Vacation may only be taken with approval of the division director or section manager. District staffing needs are to take precedence. Subject to such priorities, granting of vacation shall not be unreasonably withheld. Absences not specifically covered by the provisions of this Agreement may be chargeable to vacation after approval of the division director or section manager, to the extent that vacation has been accrued.~~

~~B. An employee may request vacation up to six (6) months in advance of the requested date(s). Barring any specific staffing conflicts, such leave requests shall be approved or denied and returned within 14 calendar days of submission. Employees within the workgroup shall be given preference in being scheduled based upon date of submission and District seniority. This means that the first person submitting a vacation request on a calendar day shall be given preference, unless a person in the same classification with greater District seniority submits a request within the same calendar day.~~

~~C. An employee desiring to use accrued vacation time may request approval at any time. Leave requests should be submitted in person to the employee's supervisor.~~

### ~~4. Annual Vacation Carryover~~

~~A. Vacation credit may not be accumulated at the beginning of any calendar year to exceed twice the employee's annual allocation. Maximum accumulation based on years of service as follows:~~

~~0 to 1 Years 160 hours~~

~~1 to 8 Years 240 hours~~

~~8 to 13 Years 288 hours~~

~~13 Years and Over 320 hours~~

~~B. Amounts in excess of the above schedule at the beginning of any calendar year shall be forfeited or, with written permission of the employee, all or part of the excess may be transferred to the Catastrophic Leave Bank. Exceptions to the above will be only with the Chief Health Officer's approval in writing.~~

~~C. Human Resources will notify employees in writing by October 31<sup>st</sup> of each year if they will exceed their maximum vacation carryover by December 31<sup>st</sup> of the same year.~~

~~5. Payment for Unused Vacation:~~

~~A. At separation: Upon separation from service for any cause, an employee shall be paid a lump sum payment for any unused or accumulated vacation earned through the last day of employment.~~

~~B. Upon death of employee: Upon the death of a person in the employ of the District, a lump sum payment for vacation time accrued to the employee's credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.~~

~~Article 28. Sick Leave~~

~~1. Sick Leave Accrual~~

~~A. From date of employment to one hundred twenty (120) months an employee shall be entitled to one (1) day of sick leave for each month of full-time service. After completion of one hundred twenty (120) months an employee shall be entitled to one and one-fourth (1 1/4) days of sick leave each month of full-time service, based on actual paid hours, excluding overtime. There is no limit on the amount of sick leave that can be accumulated. Part-time employees working regularly twenty (20) hours or more per week shall be granted sick leave on a prorated basis. Sick leave accruals shall be earned on the following basis:~~

~~0 to 10 Years — 96 hours per Annum (.04615 hours/hour worked)~~

~~Over 10 Years — 120 hours per Annum (.05769 hours/hour worked)~~

~~2. Sick Leave Usage~~

~~Sick leave with pay can only be granted to an employee upon approval of the division director or designee for the following reasons:~~

- ~~A. Bonafide (defined as in good faith without fraud or deceit) injury, illness or pregnancy of employee;~~
- ~~B. Bonafide illness of a member of the employee's immediate family and if residing with the employee, the immediate step children;~~
- ~~i. "Immediate Family" is defined as including only the employee's spouse, parent, brother, sister, child, adopted child, foster child or other legal dependant(s), including domestic partners properly registered in the State of Nevada.~~
- ~~C. Necessary medical or dental office visits which cannot be scheduled outside normal working hours.~~
- ~~D. Bereavement leave not to exceed five (5) days, in the event of a death of a person close to the employee for the purpose of bereavement and attending services.~~
- ~~6. Whenever an employee's personal illness absence equals or exceeds three (3) working days, a medical release may be requested to ensure the employee may safely return to work without adversely impacting or compromising their personal health or the health of others. Medical release may also be required if there is reason to suspect abuse of sick leave, e.g. multiple instances of illness that equal two working days.~~
- ~~7. A person claiming sick leave with pay, and any supervisor approving the same, where it is shown that such claim was made or approved by such claimant or supervisor, knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to disciplinary action.~~
- ~~8. Payment of Unused Sick Leave:~~
- ~~A. Pay off at separation: An employee who leaves the service of the District after three (3) years of employment, shall receive payment for 100% of sick leave accumulated for the first 800 hours accumulation; 50% of sick leave accumulated from 801 hours through 1600 hours and 25% of sick leave accumulated over 1600 hours. Payment shall be based on the employee's base hourly wage at time of separation.~~
- ~~B. Pay off upon death of employees: Upon the death of a person in the employ of the District, a lump sum payment for accrued sick leave credit will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed pursuant to NRS 281.155.~~



## Article 29. Catastrophic Leave

1. ~~When an eligible employee or the eligible employee's spouse, domestic partner, child, parent, grandparent, sibling, suffers a catastrophic illness or injury, and the eligible employee has exhausted all accrued leave as a result of the illness/injury, then the eligible employee may file a request for donations of leave with the Union. If the employee has served as the primary caregiver for the following family members: adult child, nephew, niece, aunt, uncle, godchild or godparent, they may also be eligible for Catastrophic Leave. Employee must attest that they have served as the Primary Caregiver.~~

~~For purposes of application of this Article and children include the employee's natural children, adopted children, children placed for adoption, stepchildren and any other child who is related to the employee or is legally in the employee's care.~~

2. ~~Categories of Catastrophic Leave:~~

- A. ~~Bereavement~~

~~In the event of the death of a covered family member, including adult child, the employee may apply for up to forty (40) hours of catastrophic leave for family emergency purposes.~~

~~If the employee has served as the primary caregiver for the following family members: nephew, niece, aunt, uncle, godchild or godparent, they may also be eligible for Catastrophic Leave. Employee must attest that they have served as the Primary Caregiver. Death certificate or obituary notice shall be provided with the bereavement application or within 72 hours upon return from leave.~~

- B. ~~Illness/Injury~~

~~In the event of the illness/injury of an eligible employee or a covered family member, as defined in Section 1 of this article, a request for Catastrophic Leave may be made to the Catastrophic Leave Committee, to be decided on a case-by-case basis. Catastrophic Leave for illness or injury shall be allotted in increments of forty (40) hours, not to exceed two hundred forty (240) hours per event. The request must be accompanied by a medical statement from the attending Physician explaining the nature of the illness/injury, and an estimated amount of time the employee or other eligible person will be incapacitated and the Catastrophic Leave application.~~

- ~~The employee applying for catastrophic leave must provide any additional information requested by the catastrophic leave committee, which may include, but not limited to medical/FMLA records. HIPAA statement or medical release shall only be used for the purpose of review in order to approve/deny the Catastrophic Leave application. The committee shall abide by all HIPAA requirements.~~

3. ~~A five member committee comprised of three (3) members appointed by the Union, and two (2) members appointed by the Chief Health Officer will review the request to verify the employee's eligibility to receive leave donations.~~
4. ~~The Union will conduct the solicitation of donations and will be limited to an information only solicitation, with no personal lobbying by employees. Solicitations will be conducted as needed for general donations. Donations for a specific individual will be accepted at any time. All donations will be submitted to the Union and human resources on a form agreed to by the Catastrophic Leave Committee. Human resources will maintain appropriate records available to the Catastrophic Leave Committee detailing time donated, the converted dollar value available and the projected and actual cost of all approved grants.~~
  - A. ~~Donations can be made from the donor's accrued:~~
    1. ~~Vacation Leave and/or Personal Holiday time.~~
    2. ~~Sick Leave if the employee has been employed for more than thirty six (36) consecutive months and will have a balance of at least 120 hours of sick leave after the deduction of the donated hours.~~
5. ~~The minimum donation is four (4) hours, the maximum donation is forty (40) hours per solicitation, excluding hours donated in lieu of forfeiture. Employees must have a vacation balance of at least forty (40) hours after the donation.~~
6. ~~The donated time will be converted to dollars at the hourly rate of the donor. The dollars will then be converted to catastrophic leave at the hourly rate of the recipient. If any donated catastrophic leave hours remain unused at the end of the Catastrophic Leave, they will remain in the general Catastrophic Leave Bank for future use.~~
7. ~~Eligible Employees~~
  - A. ~~The Catastrophic Leave Program is available to all District employees excluding temporary and less than half time employees. Employees must have successfully completed the initial probationary period.~~
  - B. ~~Employees with a work related workers' compensation claim are not eligible for the Catastrophic Leave Program.~~
  - C. ~~Any employee who receives catastrophic leave benefits and is subsequently awarded workers' compensation shall reimburse the Catastrophic Leave Bank for all Catastrophic Leave benefits received that are covered by workers' compensation payments.~~

8. ~~Catastrophic illness/injury is defined as an illness or injury that requires home bound care pursuant to the Center for Medicare and Medicaid Services (CMS) in-patient care standards at a medical facility or that renders an employee bed-ridden at home. Bedridden is defined as limiting an individual's ambulatory status to home, allowing attention to in-home care personal needs, attend physicians' appointments, and receiving necessary medical treatments related to the catastrophic illness. The illness or accident cannot be a result of an illegal act by the employee.~~
9. ~~The parties agree that should any problem arise in the administration of this program or should any abusive practice arise, that the parties agree to meet to make reasonable adjustments to facilitate the administration of the program or to eliminate any abusive practices.~~
10. ~~Catastrophic leave is available to a domestic partner when the domestic partner is covered or eligible to be covered by any District health insurance plan, as defined within said plan documents or provides proof of proper Domestic Partnership Registration in Nevada.~~

#### Article 30. Court Leave

4. ~~Eligible employees called to serve on jury duty during their normal working hours shall receive their regular pay and return all jury pay to the District. Those persons called but not selected to serve on the jury shall report back to work when excused.~~
5. ~~Eligible employees subpoenaed to appear as a witness in any civil, criminal, or administrative proceeding shall receive their regular pay providing that all witness fees or pay is returned to the District.~~
6. ~~This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding or to persons called or appearing as a party in civil proceedings unrelated to District business.~~

#### Article 31. Military Leave

4. ~~In the event that a District employee is absent due to being called into the military service of the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Air Force Reserve, or the Nevada National Guard for duty, the employee shall continue to receive regular compensation from the District, for a period of not more than fifteen (15) working days in any one (1) calendar year. This military leave will be in addition to the employee's annual vacation.~~

## Article 32. Educational Leave & Tuition Reimbursement

### 1. Educational Leave

- ~~A. A full-time permanent employee may, with prior approval of the Chief Health Officer or designee, be granted leave with pay to attend work-related courses, seminars and training programs that are conducted away from District facilities to assist in improving quality of service to the District or to satisfy minimum state license requirements.~~
- ~~B. Upon written application to the division director, a full-time permanent employee may, with the Chief Health Officer's prior approval, be granted educational leave with pay to attend educational courses on Health District premises during duty hours to assist in improving quality of service to the District or to satisfy minimum State license requirements. The District will pay full tuition and/or registration costs for such continuing education programs officially sponsored or co-sponsored by the District which occur on its premises.~~
- ~~F. District staffing needs will take precedence in the granting of educational leave.~~
- ~~G. All necessary costs to obtain certifications required by the District in excess of those required in the employee's classification specification to meet minimum employee standards and requirements shall be paid for by the District.~~

### 2. Tuition Reimbursement

#### A. Eligibility

~~The District will reimburse tuition to employees who meet the requirements of the tuition reimbursement policy. No change will be made to the District policy without agreement by the Union. Eligible employees include all active full-time permanent employees who have completed twelve months of continuous employment. Eligible employees must maintain eligibility during the entire length of the course.~~

~~Employees must apply for tuition reimbursement in accordance with the requirements of the District's tuition reimbursement policy.~~

~~Employees must achieve a passing grade of "B" or higher to be eligible for full tuition reimbursement. A passing grade of "C" will be eligible for reimbursement at 50% of tuition only. Any grade below "C" will not be eligible for reimbursement. Pass or fail courses must be passed in order~~

~~for reimbursement to be granted.~~

~~Graduate Equivalency Diploma (GED) must be successfully obtained in order for tuition reimbursement for the GED program to be approved.~~

~~B. Approved Coursework~~

~~To be eligible for tuition reimbursement, courses must be:~~

- ~~3. Undergraduate or graduate level courses offered by an accredited college or university on a semester or quarter basis, or approved GED preparation programs.~~
- ~~4. Related to a career path within the District. The employee must demonstrate how the course will benefit the District by enabling the employee to perform more effectively.~~

~~C. Amount of Reimbursement~~

~~The District shall reimburse the employee for fees paid for tuition and text books for approved courses up to \$3,000 (three thousand dollars) per calendar year. GED equivalency reimbursement will be limited to \$1500.~~

~~D. Repayment~~

~~Employees must agree to work for the District at least 24 calendar months after reimbursement. If the employee fails to work for the District for the full 24 months, the employee must agree to refund to the District the full amount the District paid for course(s) and/or books.~~

**Article 337. Longevity**

1. Personnel hired before July 1, 2014, After completion of five (5) years of accredited service (10,400 hours) with the district, employees shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually.
  2. Personnel hired after June 30, 2014, after completion of seven (7) years of accredited service (14,560) with the district, shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually
23. Entitlement to the full amount of any semi-annual installment of longevity pay is based upon full-time employment with the District for the immediate preceding six

(6) month period. Longevity payments will be prorated commensurate with actual hours worked. Payments will be made June 1<sup>st</sup> and December 1<sup>st</sup>.

3. Longevity payment shall be issued to employees upon separation of employment on a prorated basis.

4. Restitution of longevity benefits shall be effective July 1, 2014 with no retroactive payment. Longevity is frozen at 7/1/15 amount for FY16 and FY17. Restitution of longevity benefit will be restored for FY18 and FY19 with no retroactive payment.

~~Longevity is frozen at 7/1/12 amount for FY13 and FY14. Restitution on of full longevity benefits shall be effective July 1, 2014.~~

#### ~~Article 34. Employee Assistance Program~~

3. ~~The Southern Nevada Health District will provide an Employee Assistance Program for all Health District employees.~~
4. ~~The District will ensure the confidentiality of all employees who utilize the Employee Assistance Program. All employee information will remain in the confidence of the program administrator and the employee.~~

#### ~~Article 35. Bilingual Pay~~

1. ~~An employee will be eligible to receive Bilingual Pay provided the following conditions are met:~~
  - A. ~~The employee's assigned duties require them to communicate in a second language, including sign language, a minimum of 15% of the time; and~~
  - H. ~~The licensed employees who provide clinical services who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate-Advanced level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.~~

~~OR~~

- ~~For all other employees who have successfully passed a Bilingual Oral Proficiency Examination at an Intermediate-Basic level. Competency testing verifies fluency in English and the required language or languages. Written proficiency examinations may be required if the employee's assigned duties require written communication skills in the second language.~~
2. ~~The parties further recognize and agree that:~~
  - A. ~~Payment of bilingual pay to an employee will not occur simply because the employee is bilingual and occasionally uses bilingual skills in the course of~~

~~their work; However, employees who are bilingual but do not receive bilingual pay are not required to use their bilingual skills.~~

~~B. The employee's regularly assigned duties must require the use of the second language for communication, defined as:~~

~~An encounter in which information is directly exchanged between a District employee and a client or associate who speak a common language, and/or written material in the common language intended for distribution to such clients/associates.~~

~~C. Bilingual testing will be scheduled by the District, no less than quarterly;~~

~~D. Bilingual premium pay shall be \$75.00 per pay period in a stipend form for each employee determined to be eligible pursuant to Section 1 herein. Eligible half-time employees will be entitled to \$37.50. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity; and~~

~~E. Approved bilingual pay will be subject to biannual re-authorization according to the conditions specified in Section 1 herein, with the exception of bilingual proficiency examinations which may be required every two (2) years under the reauthorization process, or when needed if there are concerns regarding an employee's competency to communicate in the second language.~~

~~4. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements of Sections 1 (A and B) herein, as determined by the employee's division director. Nothing in this agreement shall prevent the District from using interpreter services where deemed appropriate and in the best interest of the public. The District will not create classifications solely to circumvent bilingual pay, but maintains the right to create classifications that include a requirement for a second language as operational needs or statute dictate.~~

#### ~~Article 36. Use of Personal Vehicles and Out of Jurisdiction Travel~~

##### ~~1. Personal Vehicles~~

~~C. When a Health District employee is required to utilize a private vehicle for District purposes, the employee shall receive monthly reimbursement at the established IRS mileage rate for each mile driven on behalf of the District. Reimbursement shall be based upon verification of miles driven, in accordance with District Policies and procedures. In addition, each month the employee shall receive an allowance of \$50.00 for 200 or more miles driven during the calendar month.~~

~~D. Mileage for District purposes shall include:~~



~~(1) Mileage driven during normal work hours on District business;~~

~~(2) Mileage driven from the employee's home to a work location(s) and home when working scheduled overtime or call back.~~

~~(3) Mileage driven to or from work, other than for scheduled overtime or call backs or for personal business during a work day is excluded from any form of mileage payment.~~

## ~~2. Bargaining Unit Employee Travel Out Of Jurisdiction~~

~~A. All bargaining unit employees shall have their travel arrangements made in accordance with the established District travel policy. Designated District personnel shall consider any specific travel requests made by the traveling employee when the travel request is submitted for approval and shall make a reasonable attempt to schedule the travel accordingly if the requests are in conformance with established District travel policies.~~

~~B. Travel hours will be hours worked when:~~

~~(1) An employee has a special 1 day work assignment in another city. All time spent traveling will be hours worked.~~

~~(2) Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is time worked when it cuts across the employee's normal workday or during normal working hours on non-working days. Thus, if an employee regularly works from 8:00 a.m. to 4:30 p.m. from Monday through Friday, the travel time during these hours is considered hours worked on Saturday and Sunday.~~

~~(3) If an employee is required to drive a vehicle as the mode of travel on out of town overnight travel, the time from home to the destination and the destination back home is hours worked.~~

~~C. Unless otherwise mandated by other requirements, including grants and other funding sources, employees traveling on out of jurisdiction business shall receive food and incidentals at a per diem at the rate set by the General Services Administration for the city and dates on which the employee is traveling. An employee whose travel time status encompasses less than an eight (8) hour day shall receive a per diem at 75% of GSA.~~

## Article 38. Retirement

1. Except as noted in paragraph three (3) below, the Health District shall pay the employee's portion of the standard retirement contribution to the Public Employees' Retirement System (PERS) for employees who qualify under the rules of the system.
2. The term "standard retirement contribution" does not include any payment for the purpose of previous credit service on behalf of the employee.
3. Effective January 24, 2012, all contribution increases required by PERS shall be split between the District and the employee by a reduction in the employee's base salary in accordance with PERS policy and procedure.

## ~~Article 37. Family Medical Leave Act (FMLA)~~

- ~~2.1. The District will comply with all of its obligations under the Family and Medical Leave Act (FMLA).~~
- ~~2. Employees shall not be required to use FMLA leave for absences that do not meet the "serious health condition" criteria as outlined in FMLA regulations.~~
- ~~3. Examples of absences not meeting the "serious health condition" criteria may include:
  - A. ~~Minor colds or flus that do not require care by a medical professional as judged by the employee (A District required medical release does not constitute medical care);~~
  - B. ~~Minor injuries that require no more than minor first aid;~~
  - C. ~~Attending to a family member with a minor illness as permitted under the sick leave provision of this contract;~~
  - D. ~~Doctor and dentist visits that are not related to FMLA leave used in the past 12 months.~~~~
- ~~5.4. Prior to returning to work, the employee on leave for their own serious medical condition must provide a "fitness for duty" return to work release note from their attending physician. A "fitness for duty" return to work release may be denied if the return is other than a return to full duty with no restrictions. Human Resources will make the final determination on approval to return.~~
- ~~7.5. If the employee does not return to work at the end of the 480 hour FMLA leave, due to reasons other than their own serious illness, the District will consider this a voluntary separation due to personal circumstances and the employee will be terminated at that time. Documentation regarding the employee's return to duty~~

~~must be received from the employee's physician prior to the expiration of the 480 hour FMLA time period. The physician's return to work certification must return the employee to full duty within 14 days following the end of the 480-hour FMLA time period. Otherwise, the District will separate the employee as "unable to return from FMLA".~~

~~8.6. Employees must use any and all accrued leave balances for either the 480-hour FMLA time period or any extension under paragraph 5 above.~~

**Article 38. Savings Clause**

1. Nothing herein contained shall be interpreted in any way to conflict with any Federal, state or local statute or regulations governing the organization and operations of the District. In the event of a determination by any administrative agency or court of competent jurisdiction affecting or invalidating any provision of this Agreement, the District and the Union will meet within thirty (30) days thereafter for the purpose of renegotiating such invalid provisions only.

**Article 39. Full Agreement**

1. The parties agree that this Agreement is intended to evidence their understanding on the matters set forth therein and supersedes all prior negotiations and understandings between the parties with respect to those matters. Except as otherwise expressly provided in this Agreement, neither party during the term of this Agreement will be required to negotiate on any further matters.

**Article 40. Term of Agreement**

1. Except as noted below, the term of this Agreement shall be from the July 1, 2014 to June 30, 2019.
2. For years four (4) and five (5) the parties have agreed to a reopener limited to Article 20.
- ~~4. Except as noted below, the term of this Agreement shall be from the date this Agreement is signed through June 30, 2014. Both parties agree that interim contract resolution of FLSA status of employees will occur.~~

~~Article 24 Group Health Insurance shall be in effect through December 31, 2014.~~



## Signatures

IN WITNESS WHEREOF we have set forth our hands at Las Vegas, Clark County, Nevada, this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

HEALTH DISTRICT CHAPTER  
SERVICE EMPLOYEES INTERNATIONAL  
UNION, SEIU LOCAL 1107

SOUTHERN NEVADA HEALTH DISTRICT

BY: \_\_\_\_\_  
Norine Clark  
Chief Steward

BY: \_\_\_\_\_  
Timothy Jones  
Chairperson, District Board of Health

\_\_\_\_\_  
Al Martinez  
President  
SEIU Local 1107

\_\_\_\_\_  
John Middaugh, MD  
Interim Chief Health Officer

\_\_\_\_\_  
Cara Evangelista  
SEIU Vice President  
SNHD Chapter

APPROVED AS TO FORM:

\_\_\_\_\_  
Annette L. Bradley, Esq.  
Attorney for the District Board of Health