

## 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 all public health services and all other appropriate means.
3. The District and the Union recognize that in order to reach these goals, Southern Nevada Health District will foster a workplace 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 General Bargaining Unit and to be represented by the Union except as limited by NRS 288.
  - A. 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.
  - B. Appendix A lists the classifications that have been placed in the general bargaining unit.
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 prior to implementation and state the determination of 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.

## 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 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 a legitimate business need outside the standard work schedule of Monday through Friday 8:00 am - 4:30 pm.

**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.

**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.

**Central Assigned Office** – The office the employee is assigned to as a primary administrative center of the District.

**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. Notification will be provided to the Board of a new classification.

**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.

**Day** – A consecutive 24-hour period within a Saturday through Friday 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 working day for the District on a Monday through Friday schedule. Holidays will not be considered a 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 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.

**Commuter Miles** – The miles between the employees' established home and their assigned mileage worksite.

**Demotion** – Movement of an employee from one classification to another classification with a lower salary range, typically within a classification series.

**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.

**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:

**Full-Time Employee** – An employee working 30 hours or more on a weekly basis.

**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.

**Less Than 20 Hours Employee** – An employee working less than 20 hours is not eligible for fringe benefits covered by this Agreement.

**Part-Time Employee** – An employee working twenty (20) hours or more per week but less than thirty (30) hours per week. Such employees accrue fringe benefits in the manner set forth in this Agreement.

**Probationary Employee** – A newly hired employee that has not satisfied the probationary period of six months and 1040 hours worked as part of final selection.

Probationary employees are not covered by this Agreement. Hours worked during the probationary period shall be deemed actual service.

**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.

**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 worked.

**Temporary Employee** – An employee that may be selected from the appropriate list of eligible candidates to be employed for a period of no more than 1040 hours in a twelve-month period.~~less than six (6) months.~~

~~**Hybrid Work Schedule** – A hybrid work schedule is the practice of working part of the time in an assigned office and part of the time at home. At least one day per week in office is required.~~

**Flex Reclassification** – Advancement of an employee at an entry level to the next level of the series based upon time served, acquired experience, certification, and/or education (i.e., moving from a I to a II).

**Fringe Benefits** – Non-wage, supplementary compensation such as health insurance, PERS, paid time off or benefits funded by the District.

**Good Standing** – An employee's performance that meets or exceeds District expectations, and the employee is not subject to any current performance or behavioral related discipline exceeding a Documented Verbal Warning. **An employee that left the District and was not terminated with cause.**

**Grievance** – Means a dispute raised by an employee, or the Union, concerning the interpretation or application of any provision in this Agreement or the issuance of discipline defined herein.

~~**Hybrid Work Schedule** – A hybrid work schedule is the practice of working part of the time in an assigned office and part of the time at home. At least one day per week in office is required. ~~At least one day per week in office is required.~~~~

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

**Mileage Worksite** – This is not a physical location rather one assigned for purposes of mileage calculations.

**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 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 any classification having a higher salary range maximum, excluding general salary adjustments.

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

**Reclassification** – The reclassification of duties after an analysis of the position description, with notification to the Union.

**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. Employee must successfully complete the District background process prior to reinstatement.

**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 the 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 salary schedule subject to the approved CBA in effect.

**Supervisor** – A District employee holding a supervisor title 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.

**Voluntary** – Shall mean at the election of the employee.

**Qualifying Period** – All employees who are promoted or moved to a new classification are placed in a six-month qualifying period.

### **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, directly or indirectly, against any employee subject to this agreement by reason of race, color, religion, sex, sexual orientation, genetic information, marital status, age, national origin, ancestry, mental or physical disability, union activity, gender identity or expression, veteran status, 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. Violations of this article are not subject to the grievance process. Employees have the right to file cases with EEOC/NERC.

## **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.

## Article 7 – Union Rights

### 1. New Employees and Orientation

- A. 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 forty-five (45) 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 District 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.

### 3. Union Shop Stewards and Union Business

- 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. 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, and (3) to serve as a Union

Representative for disciplinary meetings.

- C. For each separate fiscal year covered by this agreement, the union will be allocated a total of six hundred (600) hours of union bank (UBA) 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.
- 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.
- E. 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 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 bank time requests will be approved by the chief steward, the union's executive director or president. Any union bank time that is not approved shall be charged to the employee's accrued vacation leave. Union bank time requests will be approved in writing or via email communication by the chief steward or their designee. Any Union approvals will be provided to the supervisor prior to release. All union members shall have access to Union Bank time in the drop-down menu of the time off leave request system.
- F. 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. Union Stewards shall perform their functions or Union-related activities after hours or by use of union 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 bank time is used.
- 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.
- H. Upon advanced 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. 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. 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. 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. The District will provide the Union Executive Director, District Chief Steward, 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.

6. Union Leave

- A. The District shall place on administrative leave from work up to two (2) bargaining unit employee each fiscal year, not at the same time and when it is operationally feasible, in order to conduct union business, not necessarily specified or referenced in Article 7 C and E. The length of such time an employee is on administrative leave shall not exceed a total of 40 hours (unless mutually agreed) upon by both the Union and the District.

When an employee has completed their services, they shall be returned to their previously held position without loss of any status or benefit governed by this agreement. The Union shall reimburse the district for all employee costs while on administrative leave including salary compensation, PERS contribution and benefit continuation. The use and leave of such employee will not interfere with the operational and staffing requirements of the District or the released employee department, however, the request shall be

treated as any other leave request and will not be unreasonably denied. The Union agrees to provide as much notice as possible, however not less than thirty (30) calendar days advanced written notification to Human Resources of the bargaining unit employee it wants placed on leave under this provision. The District shall not be responsible for any industrial claims resulting from activities performed on behalf of the Union away from District work locations during normal work hours.

## **Article 8 – Union Communications with Members**

1. The District will provide bulletin boards measuring at least 2' x 3' for the exclusive use of the Union at the main District Health Center. A bulletin board will be located in or adjacent to each main break area. The District will also provide space or a bulletin board for the Union's use at all permanent District- 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. A link to the Union Website will be posted on the front page of the District intranet site.
3. 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.
4. 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.
5. It is also understood that no material may be posted on bulletin boards or sent to District e-mail addresses at any time which contain 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; and/or
  - D. Attacks on and/or favorable comments regarding a candidate for a partisan political office.
6. If materials containing any of the preceding are posted, they will be removed by District Administration.
7. The District, upon written request of the Union, shall provide space for meetings of the Union at District 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 electronically authorized or 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 1st and October 15th 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. For all union members, the District will also provide home phone number, cell phone number, and personal email (if collected). Additionally, for employees separated from employment, termination reason and date will be included.
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. The Union and Management shall each be permitted eight (8) representatives on the Joint Labor Management Committee (JLMC). Both the Union and the District retain the authority to choose their respective representatives and will attempt to have representation from each Division. 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 the 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. 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. 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 (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. 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.

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 a JLMC meeting extends beyond the employee's normal work day.

5. Management chair will provide administrative support.

## Article 11 – Safety

1. The District and the Union agree to work collaboratively to create a safe, healthy work environment for District employees and the community they serve. Every employee has the right to safe and healthy working conditions. 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 monthly or more often if the parties agree.
  - A. The Union and the District will each appoint one member to the Central Safety Committee from each division: Environmental Health, Primary and Preventive Care, FQHC, Community Health Services, Disease Surveillance and Control, and Administration, and one member from the Southern Nevada Public Health Laboratory, and one from each major campus (Fremont, Henderson, Bonanza). Remote campus may attend via video conference. The Safety Committee shall be headed by two co- chairs, appointed from the 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 Central Safety Committee, and on written notice to the other, the Union and the District may change representatives from time to time. The District shall provide appropriate administrative support to the Central Safety Committee.
  - B. At the CSC meeting, the Safety Officer will report any incidents that required local law enforcement support for the purposes of employee safety and will review the incident reports involving safety issues.
4. The committee will annually review the security plan and safety related training.
5. The parties acknowledge the importance of the EAP process and counseling and will continue to provide EAP services for employees.
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 CHRO. 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 12 – 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. 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) working days of receipt of the form.
3. 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.
4. When the employee's responsibility at the District change, management has the right to ask the employee to update the Outside Employment form. The District reserves the right to deny the outside employment request if the change conflicts with A-D (above).

## **Article 13 – 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 not to exceed three (3) months for any employee at the sole discretion of the Division Director in consultation with the CHRO. The employee will be provided with written notice of any extension of their probationary period, and they will be provided with a performance improvement plan that runs concurrent to their probationary extension. 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. Prior to the completion of a probationary period, each probationary employee may be terminated at the sole discretion of the District and without recourse to any appeal or grievance process.

## Article 14– Employee Evaluations

1. The District shall make available to 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 bargaining unit employees. Employees shall be given a written evaluation of work performance (provided) by their immediate supervisor (or designee) within the first six (6) months following initial employment, promotion, and/or reclassification. Evaluations shall be a reflection of the work performed during the evaluation period. A reflection of the work performed, and the District's values exhibited 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. Following the review of any performance evaluation, the employee is entitled to provide written comments within *five* (5) working days which will be attached to the evaluation in their personnel file.
3. In the event a permanent employee believes the evaluation contains inaccurate comments, the employee may request a review of the performance evaluation at the next level of management, within *five* (5) working days. Upon receipt of request, within *five* (5) working days, a second review will be scheduled. At 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, within *five* (5) working days of second review, issue a formal decision upholding or modifying the performance evaluation.
4. Human Resources must notify the division of upcoming performance evaluations due at least thirty (30) days prior to the evaluation due date.
5. All evaluations and any related documentation shall be acknowledged as received by the employee.

## **Article 15 – Discipline, Demotion, or Discharge**

1. The right to issue discipline is vested exclusively in the District.
2. 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 and departmental policies/procedures are followed.
3. Performance and behavior issues will be addressed as an informal coaching and counseling documented as a note to file except in egregious circumstances (i.e., a gross violation of standards). Coaching and Counseling shall communicate to the employee that a violation of a work rule, policy, or procedure has occurred or that the employee has performance deficiencies and/or behavior issues that need to be addressed. Coaching and Counseling is not considered discipline. Any written memo of counseling shall not be placed in the employee's permanent personnel file. Coaching and counseling documented as a note to file may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months.
4. 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;
  - B. Written warning;
  - C. Final written warning with or without suspension; and
  - D. Termination.
  - E. Demotion may be considered in the disciplinary process at Management's discretion.
5. The District may discipline, demote, or terminate an employee, who has completed the initial probationary period under Article 13, with just cause.
6. The action to be taken at each step is as follows:
  - A. Documented Verbal Warning - Documents 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 - Documents a formal written communication to the employee that informs the employee that a previously documented offense continues and that continued 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 – Documents 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) working business days and may be issued in conjunction with the final Written Warning.
  - D. Termination – Documents 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.
7. 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, the District 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.
  8. Any employee who receives a Documented Verbal Warning, Written Warning, Final Written Warning and/or Suspension 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.
  9. Employees shall receive copies of all disciplinary notices placed in their personnel files and shall have a right, within ten (10) 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.
  10. Documented Verbal Warnings, Written Warnings, and Final Written Warnings shall be removed from an employee's active personnel file and placed in their confidential file upon employee's request provided, however, no additional disciplinary notices have been issued to that employee and the discipline is no longer active consistent with section 6 (A), (B), and/or (C) after the active period of the discipline has expired, and no additional warnings have been issued related to the first warning.
    - A. An employee being investigated by the District (or designee) shall be entitled to a 24-hour notice of interview and have a Union Representative (field representative or Union Steward) present during an investigatory interview which may result in discipline. The District shall send a copy of the 24-hour notice to the Union's centralized email address. If an employee is to be issued discipline, in writing at a meeting with management a Union Representative may be present.

## Article 16 – Grievance and Arbitration Procedure

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. All formal grievances, written notices, requests, or responses referred to in this Article shall be sent by email or personal delivery to the designated District representative or Union Representative. All correspondence to the union will cc the Union’s centralized representation email at [representation@seiunv.org](mailto:representation@seiunv.org).

### 1. Informal Resolution

#### A. Discipline

- (1) 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) working days of the issued discipline, and the meeting will be scheduled within ten (10) working days from the receipt of the request.
- (2) Within ten (10) working days of the informal meeting(s), the Human Resources Director or designee shall send a written response to the Union Representative with copies to the Division Director and the employee.

#### B. Contract Interpretation I Application

- (1) 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) working 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
- (2) Within ten (10) working days from the receipt of the request from either party.
- (3) Within ten (10) working days of the informal meeting(s), the Human Resources Director or designee shall send a written response 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.

### 2. Grievance Procedure

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

- B. The grievance must be submitted to the Chief Human Resources Officer or designee utilizing email notification. A grievance meeting shall be scheduled within ten (10) working days from receipt of the formal grievance. In a grievance, the Chief Human Resources Officer or designee, the affected Division Director or designee, the Union Representative, and the affected employee, if any, will attend the grievance meeting.
- C. The Chief Human Resources Officer or designee shall have ten (10) working days to provide a written statement with a decision responding to the grievance. Such statement will be sent to the filing party and contain the reasons for the decision.

### 3. Mediation Procedure

- A. Either the Union or the District may request mediation of a grievance by making a written request to the other party within ten (10) working days of receipt of the written statement described in 2.C. above. If the other party agrees to mediation, it shall send a written notice to the other party within ten (10) working days of the request. Upon mutual agreement, the parties may engage in mediation, and the requesting party shall request a mediator from Federal mediation Conciliation Services (FMCS). The mediation request shall not toll the deadline for demanding arbitration set out in 5.A. below. If for any reason the mediation session has not occurred prior to the selected arbitrator's cancellation penalty deadline, the mediation shall be canceled unless the party wishing to continue proceeding to mediation agrees to pay the arbitrator's cancellation fee, if any, upon settlement of the case. 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.

### 4. Arbitration Procedure

- A. If either party disagrees with the decision issued pursuant to 2.C above, the grievance may be referred to arbitration by written notice from the party who filed the grievance within fifteen (15) working days from receipt of the written decision. The District shall hold the arbitration request in abeyance pending the presentation of the case to the SEIU Arbitration Council. The SEIU Arbitration Council must make a decision on the matter within sixty (60) calendar days of receipt of the decision issued pursuant to 2.C. If the Human Resources Director or his/her designee has not received a written confirmation that SEIU is moving the case to arbitration within the designated sixty (60) calendar days, the matter will be considered abandoned.
- B. Starting with the Union, the parties will request on an alternating basis from FMCS arbitration services division for a list of seven (7) arbitrators who are members of the National Academy of Arbitrators. If a party does not request the list within ten (10) working days of the written demand for arbitration, the other party may request the list. 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. Both parties will make every effort to mutually establish the issue(s) to be arbitrated in advance of the arbitration hearing date.

- C. 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.

5. Arbitrator's Authority

- A. 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.

6. Grievance/Arbitration Expenses

- A. All fees and expenses of the arbitrator shall initially be paid by both parties. In the event either party must reschedule an Arbitration date after the Arbitrator's cancelation date, the party needing to reschedule will be responsible for the fees incurred for the canceled date. Each party will bear its own expenses of representation of its case, including witness, and including the cost of any transcript for the party's own use. If an Arbitrator requires a transcript, the parties shall split the cost. A split decision shall result in each party being responsible for its own fees and costs. The arbitrator may award fees and costs to the prevailing party.
- A. 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.
- B. Upon written request by the employee to the Chief Human Resource Officer, the employee shall have the right to review items in their personnel file.

## Article 17 – Personnel Reduction

1. When the District deems a reduction in force is necessary, it shall provide notification to the employee(s) and the Union at least fourteen days in advance unless there are extenuating circumstances. The District agrees to notify the Union within three-five business days of any notice of loss of funding. ~~that could impact bargaining unit employees, as soon as practicable, no later than thirty (30) days prior to when 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. Management reserves the right to reject volunteers based on business needs.
  - B. 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 positions within the affected classification, within the division, 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.
  - E. Part time employees in the affected classification, within the division, shall be subject to layoff before regular full-time employees.
2. The determination regarding a layoff of regular full-time employees shall be based on the following criteria applied to the affected division(s):
  - A. Seniority within the classification.
  - B. 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.
  - 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.

G. Employees laid off under this collective bargaining agreement shall receive at least six (6) weeks' notice, payment in lieu of notice, or any combination of notice and payment. A copy of this notice will be provided to the Union.

G.H. ~~In the event of a layoff, and there are vacancies, the District shall offer opportunities make every effort to place employees who meet the minimum qualifications into open and available vacant positions in the same classification or wage scale based on seniority.~~

### 3. Reduction in Force Appeal Committee

A. Concurrent with the announcement of a reduction in force, an appeals committee will be formed. The Union and the District will each select two (2) representatives who in turn will select a fifth member who shall serve as the chairperson of the committee.

B. Employees subject to reduction in force may, within five (5) working days of receipt of notice, request an appeal in writing to the Union and/or HR Director to review the facts related to their individual concerns related to the process.

C. Within ten (10) working days of receipt of the appeal, the committee shall review, investigate, and receive statements from the appealing employee, the division director, and/or any other relevant persons as determined by the committee. The committee will serve as an advisory committee to the District Health Officer and recommend action as they may agree upon. The committee shall submit a statement of findings to the District Health Officer within ten (10) working days of the review. The committee shall also state a recommended action upon a majority vote of the committee members.

D. The District Health Officer shall review the committee's report and issue a decision that either accepts or rejects the recommendation or, at his/her discretion, directs the implementation of some other action. The decision of the District Health Officer is final and binding.

### 4. Recall

A. Any employee demoted or 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 by documented contact and must respond within forty-eight hours (48) that they are accepting any offer of re-employment or they shall be deemed to have refused the offer of re-employment. An employee who refuses the offer of reemployment or fails to respond 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.

- B. Whenever positions become available within the eighteen (18) month recall period, personnel who have been laid off or demoted shall be recalled in order of seniority to the position they held at time of layoff or demotion.
- C. 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.

## Article 18 – Vacancies

- A. The Union acknowledges that the District has the exclusive right to fill or not fill vacancies and make reassignments.
- A.B. ~~By July 1, 2027, each division, will may establish a process to elicit and consider lateral transfers (transfer list, interest card, etc) within the division and will may consider a lateral transfer prior to posting a vacancy. Transfers granted pursuant to this clause are not grievable. based upon business needs.~~
- C. When a new position is created or an existing position becomes vacant in the bargaining unit, the District 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.
- B.D. Flex-Reclass: Advancement of an employee at an entry level to the next level of the series based upon the time served, acquired experience, certification and/or education, for example moving from a I to a II.
- C.E. 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.
1. The District shall encourage promotion/transfer within the competitive service on the basis of ability, experience and work performance. The District recognizes the value of affecting internal promotions to both the individual employee and the institution. Accordingly, internal applicants will be given reasonable consideration for promotional opportunities.
- ~~5.~~ An internal candidate who ~~applied~~ interviewed for, but was not selected to fill the posted vacancy, may within seven (7) working days from the date notified that they were not selected, submit a written request to the Human Resources department seeking improvement.
- Once the position justification has been approved, the position will be posted within five (5) working days. The notice of the vacancy will be posted within the District for at least ten (10) working days, ~~(or for external candidates before the date listed on the posting, once stated number of applicants have been received)~~ —The District may extend the posting period for any vacancy unless there are five qualified internal candidates.
- ~~6-2.~~ In addition to posting vacancies on the intranet, internet (open competitive recruitments only). 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.
- ~~7-3.~~ 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.
4. 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.

~~8-5.~~ A voluntary demotion will result in a 5% decrease in salary or not to exceed the top of the new salary range.

~~9-6.~~ 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.

~~10-7.~~ If a current employee who applies for a position is determined not to meet the minimum qualifications of the classification specification, the employee may request written explanation detailing the reasons for the determination. Such response will be provided within ten (10) working days of receipt of the request.

~~11-8.~~ If there are five (5) or more qualified internal 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.

~~12-9.~~ 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.

~~13-10.~~ Interview Panels: All interviews shall primarily be in-person. In the event an interview is conducted via video conference the interviewers will have their camera turned on, if technology permits. The interview panel shall not engage in an arbitrary or capricious manner and must disclose to Human Resources any conflicts of interest with external candidates. Human Resources will serve as a proctor for the interview. Human Resources will serve as a proctor/facilitator for interviews for IIs, Seniors, and Supervisors positions.

~~14-11.~~ Announcement: Prior to the formal hiring announcement, all internal candidates who did not receive the position shall be notified.

~~15-12.~~ Employees requesting a transfer to another department or applying to be promoted to a new position must be in their current position for a minimum of six (6) months (including flex-reclass) and the employee must be in good standing.

## Article 19 – Acting Appointments

A. 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.

~~A. Acting appointments shall be rotated between the employees within the department every three months. Should no employee volunteer, appointments maybe extended past the three months.~~

1. Acting appointments and extensions require written authorization from the District Health Officer or designee.
2. Acting appointment requests will be made in writing by the Division Director and will not involve a formal selection process.
3. Postings of vacant positions will be consistent with the requirements outlined in Article 18 Vacancies.
4. 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.
5. 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 22, Section 5(A).
6. The decision to fill regular, full-time vacancies on a temporary basis pending the completion of selection procedures will not be grievable.

## Article 20 – Wages

- A. The District and the Union agree to maintain a fourteen (14) step salary plan at 2.5% at each step; additionally:
  - B. A general increase of ~~five percent~~ ~~2.7% (5%)~~ ~~4%~~ ~~4.5%-5%~~ effective July 1, 202~~6~~<sup>4</sup> or the date this Agreement is ratified by the Board of Health, whichever is later.
  - C. Effective July 1, 202~~7~~<sup>5</sup>, a general increase in the amount of ~~four~~ ~~2.5%~~ ~~3.5%~~ percent (4%).
  - ~~C.D. The parties agree to reopen negotiations for the sole purpose of discussing wages at the beginning of 2028 to be effective on July 1, 2028. Effective July 1, 2028, a general increase in the amount of five (5%) percent.~~
1. Except for new employees hired at Schedule 23 or above where approved by the District Health Officer, a new employee- may not be hired at a higher rate than a 23, unless approved. The District will provide written notice to the Union within ten (10) working days of the hiring of any new employee at Schedule 23 or above who is hired at a rate higher than an incumbent in a specific job classification. Where a new employee is hired at Schedule 23 or above at a rate higher than an incumbent, the incumbent shall be evaluated within one year of the hire of the new employee. After that evaluation, the District, in its sole and absolute discretion, may increase the incumbent's wage rate to the level of the new hire. Disputes over any such decision to increase or not increase the incumbent's wage rate shall not be covered by the grievance and arbitration provisions of this Agreement.
  2. 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.

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.

3. Unless already at Step 14, every employee who has at least one year of service as of June 30, 2026, shall receive a one-step increase upon completion of twelve months of service from:
  - a. Date of completion of probationary period,
  - b. Date of promotion,
  - c. Date of voluntary demotion, or
  - d. Date of Flex-Reclassification.

## Article 21 – 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 and are in a client facing position-  
**AND**
  - B. 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**
  - C. 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.
3. The employee's regularly assigned duties must require the use of the second language for communication, defined as:
  - A. 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.
4. Bilingual testing will be scheduled by the District no less than quarterly.

~~Bilingual premium pay for employees who have passed a Bilingual Oral Proficiency Exam shall be \$12575.00- \$45 per week 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 \$3762.50 \$22.50 per week. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity.~~

~~Bilingual premium pay for employees who have passed a written Bilingual Proficiency exam shall be \$150.00 per pay period in stipend form for each employee determined to be eligible pursuant to section 1 herein. Eligible half time employees will be entitled to \$75.00. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity.~~

5.

~~No employee will be required to use bilingual skills outside of their division and job description.~~

~~5.6. Employee will not be eligible for bilingual pay if on vacation, FMLA, or utilizing sick time during the entire standard work week.~~

~~6.7. 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.~~

8. 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 rights to create classifications that include a requirement for a second language as operational needs or statute dictate.

9. ~~If an employee receiving bilingual pay declines to use their bilingual skills, the supervisor shall first meet with the employee to discuss the circumstances. If the employee chooses not to use their bilingual skills, they forfeit the bilingual pay. If the pattern continues following that meeting, the employee may lose eligibility for the bilingual pay premium. Upon loss of the premium, the Employer shall not require the employee to perform bilingual duties. Should the employee subsequently demonstrate consistent use of their bilingual skills, eligibility for the premium may be restored upon supervisor review.~~

~~7.10. If an employee is receiving bilingual pay and refuses to use bilingual skills, the employee may be subject to disciplinary action.~~

## Article 22 – Hours of Work, Overtime, Call Back and Premium Pay

### 1. Hours of Work

- A. The standard work week for employees covered by this Agreement shall consist of forty (40) hours, that may be comprised of five (5) consecutive eight (8) hour work days, or four (4) consecutive ten (10) hour work days, each is exclusive of the daily lunch period, or an alternate work schedule (AWS) as agreed upon. The standard workday shall be eight (8), ten (10) or 9/80 hours between 0600 (6:00 am PST) and end at 1800 (6:00 pm PST.) Current work groups working various different shifts shall continue existing scheduling practices.
- B. Employees will be granted one fifteen (15) minute paid 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 paid 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 uninterrupted half-hour long break 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 work week and shall receive two (2) consecutive "24-hour periods off."
- D. Employees working a 4-day, 40-hour week (designated 4/10/40) shall work ten (10) hours per shift for four (4) shifts within the official work week and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- E. Employees working a combined 2 week period consisting of a 4-day and a 5-day week (designated 9/80) shall work 8 days at 9 hours per shift and 1 day at 8 hours during the pay period and shall receive three (3) "24-hour periods off" of which two (2) 24-hour periods must be consecutive.
- F. Employees working an Alternate Work Schedule (AWS) shall work the approved and agreed upon work week and scheduled biweekly work cycle.
- G. When a critical, temporary business need indicates, District supervision and the employee may agree to adjust an employee's work schedule on a temporary basis as an Adjusted Work Week (AWW). If there are no volunteers, management may assign with a minimum of two (2) week 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 that will exceed the employee's normal work hours or a regularly scheduled day off. Paid non-work hours (vacation, sick leave, personal day, comp time) are not counted as hours worked when calculating daily overtime eligibility.
- (2) 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.
  - a. The District will continue to utilize adjusted work weeks as mutually agreed to cover minor adjustments to scheduling daily work hours.
- (3) 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. 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.
- (4) All overtime must be officially ordered and/or approved by the division director or designee. Overtime will be paid at one and one-half (1 1/2,) times the eligible employee's regular rate or, upon the employee's request, may be credited toward the employee's comp time balance if the employee is eligible for comp time accrual at the time of the request. Non-Exempt bargaining unit employees will be compensated at an overtime rate of time and one-half (1 1/2,) 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.
- (5) Overtime will be added to the payroll for the period during which work is performed.
- (6) 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. If problems or inequities are identified, 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 District Health Officer or designee for consideration.

B. Compensatory Time

- (1) Hours of work officially approved and/or ordered as overtime in excess of an employee's normal work day or work week may be earned as compensatory time in lieu of overtime pay when requested by the employee. Employees may carry 40 ( forty) hours of compensatory time at any given time. If compensatory time is not used in the same fiscal year in which it is earned, the unused compensatory time will be paid to the employee in the first pay period in July, or upon separation from employment. The purpose of compensatory time is to allow employees to accumulate compensatory time as a voluntary alternative to paid overtime.
- (2) Compensatory time will be calculated on a time and one half (1 1/2%) rated basis. No employee eligible for overtime will be required to accumulate compensatory time rather than paid overtime.
- (3) Use of compensatory time must be approved in advance by the appropriate supervisor, manager or division director in accordance with established leave policies. Approval of compensatory time use shall be subject to District staffing needs.
- (4) Employees will be compensated for any unused accumulation of compensatory time in the first pay period in July, or upon separation from employment.

3. 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 (1.5%) 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 (1.5%), for all hours worked in addition to holiday pay at the employee's hourly rate of pay as provided under Article 20.
- 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.

#### 4. 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.
- C. Standby duty pay: Employees on standby duty shall be compensated at a rate of \$75 per 24- hour shift on standby duty, or \$525 per week, if standby assignments are made weekly. Standby pay will be paid in the payroll for the period during which work is performed.
- D. 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.
- E. If an employee on standby duty must report for on-site duty, the actual time spent on duty will be compensated as overtime pay or compensatory time if the employee is eligible to earn compensatory time. Employees on standby duty are ineligible for callback pay.
- F. Standby duty is voluntary. No employee may be required to assume stand-by duty except as follows:
  - FQHC Providers: Employees hired *before* July 1, 2024 are subject to voluntary Standby duty.
  - FQHC Providers: Employees hired on or *after* July 1, 2024 will be required to assume Standby duty. Standby duty will be assigned first from volunteers. If no one volunteers, based on skill set, the time will be assigned to the employee by reverse seniority.

- G. An employee not on standby duty who is contacted during off duty hours by appropriate personnel and is requested to complete telephone communication with a District client shall, for each such incident, receive telephone pay in 15-minute increments up to a maximum of sixty (60) minutes for each hour at the employee's overtime rate.
  - H. The District shall continue the current practice of including time spent traveling to and from the location to which the employee is reporting for standby duty as time actually worked.
5. Out of Class Pay
- A. When a regular employee is assigned, in writing, to work on a temporary basis in a higher classification for a total of 40 hours or more within a consecutive 2-week period, or a minimum of 36 hours or more for a 9/80 schedule. 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.
  - B. Emergency assignments must be confirmed in writing within one working 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.
  - C. 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.
6. Shift Differential
- A. 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 a.m. or ends later than 9:00 pm must be paid a shift differential equal to two dollars (\$2.00) per hour for the entire shift.

## Article 23 – 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 \$~~60~~.00 for 200 or more miles driven during the calendar month.

1. Employees who routinely average 200 miles or greater per month will first seek a District fleet vehicle on a monthly basis.

A-B. Mileage for District purposes shall include:

1. Mileage driven during ~~normal~~ scheduled work hours on District business;
  - a. Mileage driven to and from the employee's home to a work location(s) other than a District office when working scheduled overtime or call back.

C. ~~C.~~ Calculation of mileage to be paid:

1. (1) Employees' "mileage worksite" should be determined by geographic location and they will be assigned to the closest SNHD location;
2. Mileage Worksites Include:

|  |                                     |
|--|-------------------------------------|
| <u>280 S. Decatur Blvd</u>             | <u>2500 N. Buffalo</u>              |
| <u>220 E. Horizon Drive, Henderson</u> | <u>55 Civic Way, Laughlin</u>       |
| <u>150 N. Yucca Street, Mesquite</u>   | <u>700 Martin Luther King Blvd.</u> |
| <u>2950 E. Bonanza Rd.</u>             | <u>2830 Fremont St.</u>             |
| <u>3020 N. Walnut</u>                  | <u>2953 Westwood</u>                |

3. (2) Employees will deduct the amount of commuter miles from total miles driven for each applicable day (commuter miles, although not reimbursed, should be maintained on a monthly basis and included in the 200 or more miles calculation);
4. (3) Employees will not submit miles for the difference between their central assigned office and mileage worksite when reporting to their central assigned office at the beginning of their shift, ending their shift in the field or leaving their central assigned office at the end of the assigned shift;

5. ~~\_\_\_\_\_ (4) \_\_\_\_\_~~ Employees are not eligible for reimbursement of mileage when traveling directly from their home to their central assigned office, unless required to go to their central assigned office for an unplanned event;
6. ~~\_\_\_\_\_ (5) \_\_\_\_\_~~ The District will assign employees work by geographic locations where possible;
7. ~~\_\_\_\_\_ (6) \_\_\_\_\_~~ When additional fleet vehicles become available, employees with the highest mileage will be considered first;
- ~~1-8.~~ ~~\_\_\_\_\_ (7) \_\_\_\_\_~~ The District will do their due diligence to seek a location at the closest assigned mileage worksite to park assigned vehicles not being kept at the employees home.

## 2. Bargaining Unit Employee Travel Out of Jurisdiction

~~B.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.

~~C.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.

~~D.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 on 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 24 – Holidays

1. The following holidays shall be paid legal holidays for all members of the bargaining unit:
  - A. January 1<sup>ST</sup> (New Year's Day)
  - B. Third Monday in January (Martin Luther King's Birthday)
  - C. Third Monday in February (President's Day)
  - D. Last Monday in May (Memorial Day)
  - E. June 19<sup>th</sup> (Juneteenth)
  - F. July 4<sup>th</sup> (Independence Day)
  - G. First Monday in September (Labor Day)
  - H. Last Friday in October (Nevada Day)
  - I. November 11<sup>th</sup> (Veteran's Day)
  - J. Fourth Thursday in November (Thanksgiving Day)
  - K. Fourth Friday in November (Day after Thanksgiving)
  - L. December 24<sup>th</sup> & 25<sup>th</sup> (Christmas Eve & Day)
  - M. Personal Day

Each District employee covered shall be entitled to one (1) Personal Day, based on regularly scheduled shift hours, annually, which will be credited January 1st. 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.

Employees who start between September 1-30 will be eligible to roll their current year Personal Day over to the following year, with the stipulation that it must be used by March 31<sup>st</sup>.

2. The District will observe as a holiday any day that the District is required by state law to close for a legal holiday.
3. 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. If an employee's scheduled day off falls on a paid holiday, the employee will receive an additional work day off, based on regularly scheduled shift hours, of holiday bank leave.
4. Any accrued holiday bank hours will be paid upon termination of employment.
5. Employees must use holiday bank time by end of current fiscal year. Bank holiday time accrued for Memorial Day and Juneteenth may be rolled into next fiscal year. Employees being hired after January 1 of the calendar year can roll over any accrued bank holiday hours into the next fiscal year.

6. Employees classified as overtime exempt who are required to work will be entitled to earn holiday bank hours.
7. 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 22, Hours of Work.
8. Employees working less than a full-time schedule have a prorated paid holiday schedule based on hours of work.
  - A. Employees paid hours will be based on their regular schedule at time of occurrence.

## Article 25 – Vacation Leave

1. 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.
  - A. Employees shall be eligible to take vacation after completion of three (3) months of continuous service, but may not exceed the accrued time.
2. Vacation Accrual
  - A. Vacation shall accrue from the date of hire 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:
    - B. 0 to 1 Year: 80 Hours per Annum (.03846 Hours/Paid Hour)
    - C. 1 to 8 Years: 120 Hours per Annum (.05769 Hours/Paid Hour)
    - D. 8 to 13 Years: 144 Hours per Annum (.06923 Hours/Paid Hour)
    - E. 13 Years and Over ~~19 years~~: 160 Hours per Annum (.07692 Hours/Paid Hour)
    - ~~E. 20 years and over: 200 Hours per Annum (.xxxx 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 to the employee's supervisor.

~~D.C.~~

~~E.D.~~ Vacation *leave* requests surrounding major holidays will be approved on a rotational 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:

- (1) 0 to 1 Year: 160 hours
- (2) 1 to 8 Years: 240 hours
- (3) 8 to 13 Years: 288 hours
- (4) 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 Donated Leave Bank. Exceptions to the above will be only with the District Health Officer's approval in writing.

C. Finance will notify employees in writing by October 31st of each year if they will exceed their maximum vacation carryover by the last full pay period in the calendar year.

D. Employees may choose to donate all or part of their vacation carryover to the Donated Leave Program.

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 one hundred twenty (120) hours;

B. To be eligible, Employees must have a minimum of forty (40) 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, an eighty (80) hour, or a one hundred twenty (120) increment twice a year, not to exceed a maximum of 120 hours per calendar year;

~~F.~~ Employees must take at least 40 hours of vacation time within the last twelve months. ~~that calendar year;~~

E. Employees shall submit their request for buy-back with a deadline of April 1st for the May buy-back and/or October 1st for the November buy-back of each year on a form provided by Human Resources;

- F. Buy-back of vacation leave shall be paid on the first paycheck of each May and/or November.
6. 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 26 – Sick Leave

### 1. Sick Leave Accrual

A. From date of employment to ~~one hundred twenty~~ninety six (~~96~~120) months, an employee shall be entitled to accrue one (1) day of sick leave for each month of full-time service. After completion of ~~ninety six~~ one hundred twenty (~~120~~96) months an employee shall be entitled to accrue one and one-fourth (1 1/4) days of sick leave each month of c 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:

- (1) 0 to ~~8~~10 Years - 96 hours per Annum (.04615 hours/hour worked)
- (2) Over ~~8~~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;
- C. "Immediate Family" is defined as including only the employee's spouse, parent, brother, sister, child, adopted child, foster child, or other legal dependent(s), including domestic partners properly registered in the State of Nevada.
- D. Necessary medical or dental office visits which cannot be scheduled outside normal working hours.
- E. 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.

F. Whenever an employee's personal illness absence equals or exceeds three (3) working days, a medical release or fit for duty form may be requested by Human Resources to ensure the employee may safely return to work without adversely impacting or compromising their personal health or the health of others.

G. 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.

- A. 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.

3. 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.

C. Pay-off upon death of employees: Upon the death of a person ~~in the employ~~ed by of the District, at time of passing, 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 27 – Family Medical Leave Act (FMLA)**

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

## 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. The District shall advise the union in writing of any such requests.
  - 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 Director 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 is comprised of three (3) members appointed by the Union and two (2) members appointed by the District 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 and the District will conduct the solicitation of donations and will be limited to an information-only solicitation. All donations will be submitted to the District's Human Resources Department on the District's form. Human Resources will maintain appropriate records available to the Joint Labor Management 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. 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. Close to the Employee: 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. 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.

A.2. Immediate Family: The District agrees to grant employees three (3) paid days for an in-state immediate family member and five (5) paid days for an out-of-state/country immediate family member to arrange and attend funeral services. The days do not need to be used consecutively but must be used within three (3) months of date of death; additional time may be granted by Division Manager with HR agreement. The District reserves the right to request proof of death.

A. Employees who experience the loss of an immediate family member may seek and be donated up to a total of 80 hours of sick leave from fellow employees, allowing them additional bereavement time beyond the three or five paid days. The employee must first exhaust all their accrued sick leave prior to receiving any donated leave. Donated leave must be used in consecutive hours and immediately following an approved paid bereavement leave.

B. Employees on leave without pay, except those on FMLA, are ineligible to receive bereavement pay.

3. Pawternity

Losing a pet can be a significant emotional event, comparable to losing a family member.

For this reason, employees may utilize up to two (2) days every twelve (12) months of sick or other accrued leave for the purpose of having time to grieve and process their feelings for the loss of their pet. For this purpose, "pet" refers to a domesticated animal kept for companionship and affection, like a dog or cat. This Pawternity leave will be solely approved by the employee's supervisor via a time off request.

## Article 31 – Court Leave

- A. 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.
  - 1. 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.
- B. 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.
- C. Employees on leave without pay are ineligible to receive Court Leave pay.

## **Article 32 – 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 33 – Educational Leave & Tuition Reimbursement

### 1. Educational Leave

- A. A full-time permanent employee may, with prior approval of the District 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 District 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.
- C. District staffing needs will take precedence in the granting of educational leave. Employees who request 45 ~~60~~30 days in advance or more shall not have their requests unreasonably denied.
- D. 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

- (1) 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.
- (2) Employees must apply for tuition reimbursement in accordance with the requirements of the District's tuition reimbursement policy.
- (3) 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.
- ~~(4) Graduate Equivalency Diploma (GED) must be successfully obtained in order for tuition reimbursement for the GED program to be approved.~~

B. Approved Coursework

- (1) To be eligible for tuition reimbursement, courses must meet all of the following requirements:
  - a. Undergraduate or graduate level courses offered by an accredited college, ~~or~~ university, or trade school on a semester or quarter basis, or approved ~~GED~~ preparation programs;
  - b. Related to a career path within the District;
  - c. The employee must demonstrate how the course will benefit the District by enabling the employee to perform more effectively.

C. Amount of Reimbursement

- ~~(1) The District shall reimburse the employee for fees paid for tuition and text books for approved courses, not exceed \$5250 per calendar year. up to \$4,500.00 (four thousand five hundred dollars) per calendar year. GED equivalency reimbursement will be limited to \$2,250.00 (two thousand two hundred fifty dollars).~~
  - a. Undergraduate level courses will be reimbursed up to \$4700 maximum per calendar year with a maximum combined reimbursement for tuition and books not to exceed \$5250.
  - b. Graduate level courses will be reimbursed up to \$4900 maximum per calendar year with a maximum combined reimbursement for tuition and books not to exceed \$5250.
  - a.c. Skilled labor (Trade) certifications will be reimbursed up to \$2500 per program certification.

D. Repayment

- (1) 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. Employees subject to personnel reduction per Article 17, shall not be required to reimburse the district.

Required License Reimbursement

~~After one year of employment, each employee required by the state of Nevada to hold a professional license as part of their classification, will be reimbursed for their annual or bi-annual renewal up to \$150 once in a two year period.~~

## Article 34 – Group Health Insurance

1. 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).
2. 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.
3. 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.
4. 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.
5. 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.
6. 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. The District shall only pay the actual cost of the insurance plan chosen by the employee OR the maximum of the amount shown in the tables below.

| Plan | Employee Only   | Employee & Spouse | Employee & Children | Employee & Family |
|------|-----------------|-------------------|---------------------|-------------------|
| PPO  | 100% of premium | 80%               | 80%                 | 80%               |
| EPO  | 100% of premium | 75%               | 75%                 | 75%               |

## Article 35 – Employee Assistance Program

1. The Southern Nevada Health District will provide an Employee Assistance Program for all Health District employees. The District recognizes the value of having referral, counseling and assistance programs available to support those employees to successfully navigate personal challenges while maintaining a healthy and productive work environment. Employees are encouraged to take advantage of these confidential resources whenever they feel additional support may be helpful. The District will assist employees in connecting with appropriate professional services to promote their well-being and continued success at work. ~~who have personal problems which may interfere with the efficient and productive performance of their job responsibilities and duties. The District will endeavor to aid such employees who request assistance with personal problems by encouraging them to seek professional assistance if necessary.~~
- 2.1. 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 Director and the employee.

## Article 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 occupational injury/illness, the employee will be compensated pursuant to NRS Chapter 612 and 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.
3. Communication During Leave of Absence: The employee 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.
4. Duration of Leave Absence: If 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.
5. The District may require the employee to be available for light duty work assignments.
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.

## Article 37 – Longevity

1. Personnel hired before July 1, 2014, after completion of five (5) years of accredited service (10,400 hours) with the district, shall receive longevity payments at the rate of \$110.00 per year of service credit paid semiannually.
2. Personnel hired after June 30, 2014 and before July 1 2019, 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.
  - A. 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 1st and December 1<sup>st</sup>. if these dates fall on a weekend, longevity pay will be paid on the following Monday.-
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.
5. Employees hired on or after July 1, 2019 shall not be eligible for longevity pay.
  - A. The parties agree that for the period of eight (8) years from July 1, 2019, Article 37 (Longevity) shall not be subject to negotiation without the express written agreement between Union and District.-

## **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.
- A. 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 39 – 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 40 – 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 41 – Term of Agreement**

A. The term of this Agreement shall be from July 1, 20264 to June 30, 20286.

## Article 42 – Paid Parental Leave

### 1. Purpose

The purpose of this policy is to support the employees during the birth, adoption, or foster placement of a child by providing paid parental leave that promotes family well-being while supporting employee retention and workforce stability.

### 2. Eligibility

Employees must meet the following criteria:

- A. The employee must have been employed by SNHD as a full-time active permanent employee for a minimum of twelve (12) consecutive months prior to the start of leave.
- B. The employee must meet all eligibility requirements under the Family and Medical Leave Act (FMLA).

### 3. Duration

Eligible employees may receive up to eighty (80) continuous hours of paid parental leave in a rolling twelve (12) months following:

- A. The birth of a child
- B. The placement of a child through adoption
- C. The placement of a child through foster care

Paid parental leave will run concurrently with applicable FMLA protections. Paid parental leave must be taken within three (3) months of the birth or placement of the child.

### 4. Accruals for Vacation and Sick

Employees utilizing paid parental leave will continue to accrue vacation and sick leave in accordance with existing District policy.