




TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: March 27, 2014

RE: Revisions to Personnel Code

PETITION # 07-14

That the Southern Nevada District Board of Health Review and approve the proposed revisions to the Personnel Code of the Southern Nevada Health District

PETITIONERS:

Shirley Oakley, Human Resource Administrator 
Andy Glass, Director of Administration 
Joseph Iser, M.D., Chief Health Officer 

DISCUSSION:

The Personnel Code governs the conditions of employment of all District employees unless superseded by federal or state law or the District Board of Health has specifically exempted employees by other Board action. The Labor Contracts set the terms and conditions only in those areas covered by the Labor Contract for the employees eligible to be included in the recognized bargaining unit. The purpose of the policies, procedures and rules outlined in the Personnel Code is to establish the basis for a system of personnel management based on merit principles and to facilitate effective and economical services to the public. Customarily the Personnel Code has been presented for Board of Health approval after SEIU contract negotiations to apply the same salary and conditions of employment to employees who are not covered by the Labor Agreement. Consequently, with the current economic conditions and pending programmatic decisions, the following changes are recommended:

- Article 25: Seniority – Removes “bumping” from Seniority Article. Applies to non-collective bargaining employees
- Article 35: Employment of Relatives – Revision to existing policy for legal clarification and practical application
- Article 36: Reduction in Work Force – Prioritizes order of reduction of staff. Applies to non-collective bargaining employees
- Article 75: Standby Duty – Provides for Standby Duty pay for non-exempt employees. Applies to non-collective bargaining positions

FUNDING:

No additional funding will be required to apply changes to the Articles listed above.

PERSONNEL CODE

25 Seniority

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

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~~25.6 For purposes of determining which employee is to be reduced in force, classification series seniority, as identified in the Definitions section, will be the determining factor with the least senior employee being laid off or bumped down to the lower classification.~~

~~25.6.1 Should no position be available within the employee's current classification, the employee will be eligible to exercise bumping rights to another position in a classification within the classification series the employee has held previously.~~

~~25.6.2 Any employees affected by the bumping process shall be additionally considered for other placement in the manner described in manner described in 25.6.~~

35 Employment of Relatives

- 35.1 The District permits the employment of individuals related by blood or marriage, domestic partners, membership in the same household, and /or similar personal relationships. However, employment of such individuals is not permitted in circumstances where the appointment would place such individuals in supervisory and subordinate roles within the same office or department or in a situation where

influence could be exerted, either directly or indirectly, on future decisions concerning the status of employment, promotion, or compensation. Persons related to any employee of the District to the third degree of affinity or consanguinity will not be appointed if another equally qualified person is available. All such persons are defined as relatives.

- 35.2 To avoid a conflict of interest or an appearance of conflict of interest, no employee may initiate or participate in, directly or indirectly, decisions involving a direct benefit, e.g., initial employment or rehire, promotion, salary, performance appraisals, work assignments, leave of absence, or other working conditions to individuals related by blood or marriage, domestic partners, membership in the same household, and /or similar personal relationships. If two employees marry or become related only one of the employees will be retained with the District unless reasonable accommodations can be made to eliminate the actual or potential problems. The employees will have 30 days to decide which relative will stay with the District. If this decision is not made in the time allowed, the Chief Health Officer will make the decision, taking the employment history and job performance of both employees into account.
- 35.3 If two employees become related by marriage, domestic partners, members in the same household, significant others, and/or a similar personal relationship, both may retain their positions, provided: (1) one is not under the direct or indirect supervision of the other; Accommodation in the employment of relatives in District positions will not be allowed where (1) an employee would exercise a supervisory or evaluative role in relation to a relative; or (2) an employee is one is not in a position to exert direct influence on the hiring, promotion, transfer, or performance evaluation of a relative; and/or or (3) where potential problems of safety or security may exist. The employee is required to notify their supervisor or manager of the relationship. It is the responsibility of the supervisor, manager, and/or Division Director to advise Human Resources if such a relationship exists.
- 35.4 Exceptions to these provisions must be reviewed and approved by the Chief Health Officer. The Chief Health Officer may waive this provision if it is clearly in the interest of the District to do so by giving written notice to the Board of Health.

36 Reductions in Work Force

- 36.1 Under some circumstances, the District may need to reorganize or reduce its workforce.
- 36.2 The reorganization or reduction in force process may cause the reassignment, additional position qualification testing, transfer, demotion (reduction in grade, or reduction in pay), or any combination thereof, or the termination of employees.
- 36.3 When funded positions of indefinite duration which are presently filled are

abolished, reductions shall be accomplished in accordance with the following provisions:

Notification shall be provided to impacted employees and the union at the earliest possible time following District determination to abolish or reduce actively staffed positions.

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

~~36.3.2 Competition for retention shall be limited to other employees holding positions in the affected classifications within the division.~~

36.3.3 Temporary and initial probationary positions within the class, within the division, within the District shall first be eliminated.

36.3.4 The determination regarding a layoff shall be based on the following criteria:

36.3.4.1 The relative ability and qualifications of the employee as determined by the division director within the affected classifications of the affected division to be reduced.

36.3.4.2 District seniority, as defined in Article 25. ~~The relative seniority of the employees in the affected classification within the given division.~~

36.3.5 Termination under this rule shall require the giving at least a six (6) weeks notice or payment in any combination of notice and payment. A copy of the notice will be provided to the Union for positions classified as Bargaining Unit positions.

Standby Duty

75.7 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.

75.8 Non exempt eEmployees shall be duly compensated for accepting standby duty assignments.

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

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

75.8.3 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. Employees on standby duty are ineligible for call-back pay. Time spent driving to and returning from the stand by assignment shall be included in time worked.

75.9 Standby duty time is voluntary. No employee may be required to assume standby duty.