

SOUTHERN NEVADA HEALTH DISTRICT

PERSONNEL CODE



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GENERAL PROVISIONS

1 Purpose

The purpose of these policies, procedures, and rules 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.

2 Rights Retained by the District

The Southern Nevada Health District reserves the right to exercise customary managerial functions, including the right to dismiss, assign, supervise, and discipline employees; to determine and change starting time, quitting time, work days, and work shifts; to transfer employees within their work unit or into other work units and other classifications; to determine and change the size of and qualifications of the work force; to establish, change and abolish its policies, practices, rules, and regulations; to determine and change methods by which its operations are to be conducted; to contract and subcontract; to assign duties to employees in accordance with the needs and requirements determined by the District; and to carry out all ordinary administrative functions. All rights not specifically given to an employee are retained by the District.

3 Scope

- 3.1 The policies, procedures, and rules incorporated herein are effective as of the time of publication. All previously issued policies, procedures, and rules and any inconsistent policy statements or memoranda are superseded by the most recently Board-approved Personnel Code. The negotiated union Collective Bargaining Agreement(s) (CBAs) supersede the Personnel Code for all topics covered by the CBAs for union-eligible employees.
- 3.2 The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, or rules stated in this manual. However, any such changes will be in writing and will be adopted by the District Board of Health. Any written changes to these policies will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this manual. The District Health Officer or designee is empowered to prepare and adopt such administrative rules and regulations as are necessary to carry out purposes of these policies, procedures, and rules.
- 3.3 The Personnel Code governs the conditions of employment of all District employees unless superseded by federal or state law or the District Board of Health has specifically exempted employees by other Board action. Labor Contracts shall set terms and conditions only in those areas covered by the Labor Contract for the employees eligible to be included in the recognized bargaining unit.

4 Declaration of Policy and Purpose

It is hereby the declared personnel policy of the District that:

- 4.1 The District is an equal opportunity employer and makes employment decisions on the basis of merit. The District shall seek the best qualified and available persons in every job. District policy prohibits unlawful discrimination as defined 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.
- 4.2 Just and equitable incentives and conditions of employment shall be established and maintained to promote efficiency and economy in the operation of the District.
- 4.3 Positions having similar duties and responsibilities shall be classified and compensated on a uniform basis.
- 4.4 Appointments, promotions, and other actions requiring the application of merit principles shall be based on systematic evaluations.
- 4.5 Every consideration shall be given to the rights and interests of employees consistent with the best interests of the public and the effective and economical operation of the District.
- 4.6 Continued employment of employees covered by the Personnel Code shall be subject to professional conduct, adherence to District policies and practices, satisfactory or above performance of work, and the availability of funds.
- 4.7 Every employee is expected to comply with the spirit and intent of this merit system.
- 4.8 The District personnel system, as specified in this Personnel Code and the supplemental rules and regulations established by the District Health Officer or designee, and as administered in accordance therewith, shall conform to the foregoing policy.

5 Personnel Code Revisions, Rules, and Regulations

- 5.1 The District Health Officer, or designee, shall recommend, for approval or modification by the District Board of Health, changes to the Personnel Code deemed desirable. Any other person or organization proposing Personnel Code revisions shall first submit them to the District Health Officer for review and comment. The District Health Officer shall review such proposals and may submit them within ninety (90) days or respond to the person proposing same with reason for not submitting proposal.
- 5.2 The administrative rules and regulations determined by, and the responsibility of the District Health Officer or designee include but are not limited to the following:
 - 5.2.1 Classification of all District positions, based on the duties, authority, and

responsibility of each position, with adequate provisions for reclassification of any position whenever warranted by changed circumstances.

- 5.2.2 A pay plan for all District positions.
 - 5.2.3 Recruitment methods and planning.
 - 5.2.4 Testing methods to be employed for determining the merit and fitness of candidates for appointment or promotion.
 - 5.2.5 Certification of eligibility lists for District positions.
 - 5.2.6 Policies and procedures regulating reduction in force and removal of employees.
 - 5.2.7 Hours of work.
 - 5.2.8 Attendance regulations and provisions for sick, vacation, and other forms of paid or unpaid leave.
 - 5.2.9 Policies and procedures governing persons holding provisional, temporary, seasonal, or hourly appointments.
 - 5.2.10 Policies and procedures governing relationships with employee organizations.
 - 5.2.11 Policies regarding in-service training programs.
 - 5.2.12 Other practices and procedures necessary to the administration of the District Personnel System.
- 5.3 The personnel rules and regulations shall prescribe the standards and procedures to govern all manner of appointments, rehires, reinstatements, and transfers, including but not limited to all other personnel actions. The District possesses the sole right to operate the District as reserved to the local government without negotiation as follows (NRS 288.150):
- 5.3.1 288.150 (3)(a): “The right to hire, direct, assign, or transfer an employee but excluding the right to assign or transfer an employee as a form of discipline.” This statement includes:
 - 5.3.1.1 The direction, supervision, and determinations for the relative ability of all employees.
 - 5.3.1.2 The assignment and transfer of employees District-wide between job classifications, between shifts, and between reporting points.
 - 5.3.1.3 The hiring of part-time employees and the number thereof (not recruited under the merit system).
 - 5.3.1.4 The subcontracting of services to be rendered.

- 5.3.1.5 The utilization of persons not covered by this Code to do work for the District on a temporary or contract basis that might otherwise be performed by employees.
- 5.3.1.6 The number of employees, including the number of employees assigned to any particular task, clinic, function, division, equipment, operation, or shift and whether, when, or where there is a job opening.
- 5.3.1.7 The selection, promotion and demotion of all District employees.
- 5.3.1.8 The job classifications, content and qualifications thereof and the rates of pay for new job classifications.
- 5.3.1.9 Affirmative action plans to encourage recruitment, training, retention, and promotion of minority group members and women.
- 5.3.2 288.150 (3)(b): “The right to reduce in force or lay off any employee because of lack of work or lack of money subject to paragraph ‘v’ of subsection 2.” 288.150 (3)(c)(1): “The right to determine appropriate staffing levels and work performance standards except for safety considerations,” which includes:
 - 5.3.2.1 The work pace, work performance levels, and standards of performance, and whether any employee meets such work pace, levels, or standards; the methods of reporting and recording time worked.
- 5.3.3 288.150 (3)(c)(2): “The right to determine the content of the workday, including without limitation of workload factor, except for safety considerations,” which includes:
 - 5.3.3.1 When overtime shall be worked and whether to require employees to work overtime.
 - 5.3.3.2 The hours of work, work week, vacation schedules, and shift schedules.
- 5.3.4 288.150 (3) (c) (4): “The right to determine the means and methods of offering those services.”
- 5.3.5 288.150 (3)(d): “The Safety of the Public.”
- 5.3.6 288.150(4): “Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to this chapter, a local government employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Those actions may include the suspension

of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of the subsection must not be construed as a failure to negotiate in good faith.

5.3.7 288.150 (5): “The provisions of this chapter, including without limitation the provisions of this section, recognize and declare the ultimate right and responsibility of the local government employer to manage its operation in the most efficient manner consistent with the best interests of all its citizens, its taxpayers and its employees,” which includes:

- 5.3.7.1 The legal, operational, organizational, and financial structure of the District.
- 5.3.7.2 The utilization of all District properties, easements, premises, equipment, and facilities.
- 5.3.7.3 The services, equipment, productivity, maintenance, and service schedules, and service standards with respect to District materials.
- 5.3.7.4 The method of funding each benefit, including the identity and selection of each carrier, insurer, or trustee.
- 5.3.7.5 The procedures for the security of the employees, plants, premises, facilities, equipment, and properties of the District.
- 5.3.7.6 The rules and regulations for all the employees.
- 5.3.7.7 The need for and the administration of physical examinations and/or mental tests for employees’ work performance capability.
- 5.3.7.8 The requirement that employees validate time and attendance as directed.

FAIR EMPLOYMENT

6 Equal Employment Opportunity

The District is an equal opportunity employer and makes employment decisions on the basis of merit. The District shall seek the best qualified and available persons in every job. District policy prohibits unlawful discrimination as defined 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.

7 Americans with Disabilities Act (ADA) Policy

- 7.1 It is the District's policy to comply proactively with the applicable employment provisions of disability laws, including the Americans with Disabilities Act (ADA) and Nevada Law (NRS 613.310, NRS 281.370, and NRS 233.010). The District does not tolerate discrimination against any qualified individual with a disability in regard to any terms, conditions, or privileges of employment and prohibits any type of harassment or discrimination based on the physical or mental disability, history of disability, or perceived disability of an individual holding or seeking employment with the District.
- 7.2 The District is committed to providing a reasonable accommodation or accommodations wherever the need for such is known to the District or whenever the employee or applicant indicates a need for a reasonable accommodation, provided that the individual is otherwise qualified to perform the essential functions of the assigned job and the employee's performance of the assigned job duties does not pose an obvious threat to the safety of him/herself or others.
- 7.3 *Accommodation for Applicants:* Whenever an applicant requests accommodation in applying for, testing, or interviewing for a position with the Health District, the Health District's ADA Coordinator shall determine whether the request for accommodation for a covered disability is reasonable or if another type of accommodation can be provided. In making the determination of reasonableness, the ADA Coordinator may consider whether granting such requests might impose an undue hardship on the District.
- 7.4 *Accommodation for Employees:* Whenever the District has reason to believe an employee may need an accommodation to perform his/her essential job functions, the District will initiate an interactive process with the employee to find out what accommodation the employee might need. Also, whenever an employee approaches his/her supervisor, the District's ADA Coordinator, or any other manager within the District requesting an accommodation, the ADA Coordinator **will** initiate the interactive process. Whenever a manager or supervisor becomes aware that an employee has requested or may require an accommodation, the

manager/supervisor should promptly notify the ADA Coordinator. Upon learning of the employee's request for accommodation, the ADA Coordinator shall arrange to meet with the supervisor and the employee to discuss his/her accommodation request, the need for any reasonable documentation of the disability, the associated functional limitations, and the impact of the proposed accommodation on the District. Review of an employee's particular situation by a health care provider may assist the organization in determining appropriate accommodation.

7.5 Requirements of Other Laws

The District may make disability-related inquiries and request medical exams that are required or necessitated by applicable laws or regulations; e.g., federal safety regulations and OSHA requirements.

- 7.6** If an employee believes that unlawful discrimination has occurred, the employee shall provide a verbal or written complaint to the Human Resources Director. The employee's complaint must be specific and should include the names of the individuals involved, the names of any witnesses, and specific dates and details. The District will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation. If the District determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future discrimination; whatever action is taken will be made known to the employee filing the complaint. The District will take appropriate action to remedy any loss to the employee as a result of the discrimination. The District will not retaliate against the employee for filing a complaint and will not knowingly permit retaliation by management, employees or co-workers.

8 Affirmative Action

- 8.1** The District is an equal opportunity employer and makes employment decisions on the basis of merit. The District shall seek the best qualified and available persons in every job. District policy prohibits unlawful discrimination based on race, color, creed, sex, sexual orientation, gender identity or expression, marital status, age, national origin, disability, or ancestry, 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. The District is committed to taking affirmative steps to ensure diversity within the workforce.

9 Harassment

- 9.1** It is the District's policy to provide a work environment free of harassment and bullying and where all employees will be treated with dignity and respect. The District's anti-harassment policy applies to all persons involved in the operation of the District and prohibits harassment or bullying by any Health District employee, including supervisors and co-workers, as well as by any person doing business with or for the District.

- 9.2 This policy prohibits harassment on the basis of sex, race, religious creed, color, national origin, gender identity or expression, sexual orientation, pregnancy or ability to become pregnant, ancestry, disability, political leanings, age, sex, union activities or any other basis protected by federal, state, or local law or ordinance or regulation.
- 9.3 This policy prohibits bullying demonstrated through repeated, abusive conduct that includes threatening, humiliating, or intimidating behaviors, work interference/sabotage that prevents work from getting done, and/or verbal abuse.
- 9.4 Prohibited harassment includes, but is not limited to, the following behavior:
- 9.4.1 Pervasive and repetitive verbal conduct such as epithets, derogatory jokes or comments, slurs or inappropriate sexual comments, or repeated unwanted invitations or comments;
 - 9.4.2 Pervasive and repetitive visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures;
 - 9.4.3 Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or any other protected basis;
 - 9.4.4 Direct or implied threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
 - 9.4.5 Retaliation for having reported or threatened to report harassment or bullying.
- 9.5 If an employee believes that unlawful harassment or bullying has occurred, the employee shall provide a complaint, which may be requested to be in written format, to their division director, the Human Resources Director, or the District Health Officer as soon as possible after the incident. If the employee does not feel comfortable making the complaint to as described above, the employee may alert any member of management. The employee's complaint should include details of the incident or incidents, names of the individuals involved, and names of any witnesses. The District will immediately undertake a confidential, thorough, and objective investigation of the harassment, discrimination, and/or bullying allegations.
- 9.6 Supervisor/Manager Responsibilities
Regardless of whether the employee involved is in the supervisor's or manager's department and regardless of how s/he became aware of the alleged prohibited conduct/behavior(s), all supervisors and managers must immediately report all allegations or complaints or observations of such conduct/behavior(s) to the division director, the Human Resources Director, or the District Health Officer.

The information reported must be in writing and include:

- The persons(s) involved;
- All witnesses;
- Specific conversations held with the accused and the dates/times of each; and
- Any other pertinent facts, including date(s), time(s), and locations(s).

A supervisor's/manager's failure to immediately report such activities, complaints, or allegations may result in discipline, up to and including termination.

- 9.7 If the District determines that unlawful harassment and or bullying has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the District to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Whatever action is taken against the harasser will be made known to the complaining employee and the District will take appropriate action to remedy any loss resulting from harassment. The District prohibits retaliation against an employee for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.
- 9.8 The District requires employees to report any incidents of harassment and or bullying immediately so that complaints can be quickly and fairly resolved.
- 9.9 **Prohibition Against Retaliation**
Retaliation is adverse treatment which occurs because of opposition to prohibited conduct/behavior(s) in the workplace. The District will not tolerate any retaliation by management or by any other employee against an employee who exercises his/her rights under this policy. Any employee who believes s/he has been harassed, retaliated, or discriminated against in any manner as a result of having filed a complaint, assisted another employee in filing a complaint, or participated in an investigative process should immediately notify the Human Resources Director or District Health Officer. The District will promptly investigate and deal appropriately with any allegation of retaliation.

10 Immigration Reform and Control Act of 1986 (IRCA) Compliance

The District is committed to full compliance with the federal immigration laws. The Department of Homeland Security, U. S. Citizenship and Immigration Services require that all individuals pass an employment verification procedure after they are hired. Federal law has established these procedures. The law requires that no later than the third business day of employment for pay, an employee must produce documents providing satisfactory evidence of identity and authority to work in the United States. An employee who cannot present such documents will be terminated. All new hires and rehires must go through this procedure.

EMPLOYMENT POLICIES AND PRACTICES

11 Employment

- 11.1 Recruitment procedures will be conducted in accordance with District personnel management practices and the principles of merit.
- 11.2 The Human Resources Director with approval of the District Health Officer will establish uniform practices and methods for the selection of persons for employment, promotion, demotion, discharge, and other personnel actions. Selection and evaluation procedures will be reasonable and practical in nature, including but not limited to one or more of the following:
 - 11.2.1 Written or oral tests.
 - 11.2.2 Performance/assessment tests.
 - 11.2.3 Rating of education, training, and experience.
 - 11.2.4 Validation of professional certification(s) or other required certifications.
 - 11.2.5 Physical examination, including screening for drugs and alcohol.
 - 11.2.6 Psychological examination.
 - 11.2.7 Criminal and civil background check.
- 11.3 The Human Resources Director with approval of the District Health Officer may, however, exercise discretion to implement the evaluation criteria appropriate to meet any particular situation or circumstance and to serve the best interests of the District.

12 Eligibility List

- 12.1 The District Health Officer or designee will establish and maintain eligibility lists derived from the selection procedures in the order of the applicants' final scores. All competitive positions, with the exception of provisional appointments, will be filled from an appropriate eligible list. When a vacancy exists, appointments will be made by selection from the five (5) highest available eligibles on the appropriate eligibility list.
- 12.2 Eligible lists will become effective upon the official certification that they were properly and legally prepared.
- 12.3 All eligible lists will normally be established for a period of four (4) months. At the request of a division director and approval of the District Health Officer or designee, an eligible list may be extended up to four additional months from the date of first establishment.

13 Classification of Personnel

- 13.1 The competitive service shall comprise all employees except those who are specifically placed in the appointive service by the District Health Officer or the Executive service by this code.
- 13.2 The Leadership Team shall be comprised of the following positions:
- 13.2.1 District Health Officer
 - 13.2.2 Chief Medical Officer
General Counsel
Director of Clinical Services
Director of Community Health
Director of Environmental Health
Assistant District Health Officer
Director of Human Resources and Organizational Development Director
Chief Financial Officer
 - 13.2.3 Other positions or classifications as may be designated as Leadership by the District Health Officer.
- 13.3 Employees in the Leadership Team shall be entitled to all the rights and privileges to which regular employees are entitled except appeal of disciplinary action or dismissal through procedures provided in this Code, or as otherwise established in the management compensation plan.

14 Classification Plan

- 14.1 The purpose of the classification plan is to ensure each position is allocated to the appropriate class.
- 14.2 All positions in the District are grouped into classes. Each class includes those positions sufficiently similar in duties and responsibilities to require similar education, experience, knowledge, skills, abilities, and personal characteristics; and is sufficiently alike to permit use of a single descriptive title, the same qualification requirements, and the same test for competence.
- 14.3 The Human Resources Director will ensure the preparation and maintenance of class specifications covering all District positions, the allocation of positions to the appropriate classification, and the revision of the classification plan when appropriate.
- 14.4 *Reclassification*

Generally, a reclassification request may be submitted when there are substantive changes in the duties and responsibilities of the employee's position due to changes in organization, work, staffing requirements, and/or technology. The Human Resources Director will ensure the periodic review of the classification plan and

shall establish the appropriate rules and regulations governing reclassification requests.

Members of Leadership may be considered for reclassification, provided he/she has not received any disciplinary action in the previous 18 months. Unless otherwise approved by the District Health Officer, the member of Leadership must have been performing the substantively changed duties for at least six (6) months before any reclassification will be considered.

15 Appointments

Regular Competitive Appointment

A regular appointment is one established on a permanent, continuous basis, either full-time or part-time, from an eligibility list. There are two kinds of regular appointments: probationary and qualifying. The probationary period is a part of the selection process during which the overall fitness of the employee to continue in the District service shall be periodically judged.

15.1 **Probationary:** All appointments involving a new hire made to a vacant regular position will be considered probationary as follows:

15.1.1 The probationary period will be six months and 1040 hours from the effective date of the appointment. Upon recommendation of the employee's division director and at the discretion of the District Health Officer, the probation period can be extended up to an additional six (6) months.

15.1.2 A probationary employee must demonstrate satisfactory performance in order to achieve permanent status and be classified as a regular employee. A performance evaluation is required by the end of the six-month probation period and at the end of any extension thereof. Employees receiving an unsatisfactory evaluation will be terminated.

15.1.3 An employee on probationary status may be suspended without pay, demoted, or dismissed by the District at any time, with or without cause, and without right of appeal.

15.2 **Qualifying:**

All appointments made to a vacant position on a promotional basis will be considered qualifying as follows:

15.2.1 The qualifying period will be six months from the effective date of promotion to a higher class. Any regular employee not successfully completing the qualifying period following the promotion will be reinstated to the employee's former or equivalent class.

15.2.2 A qualifying employee must demonstrate satisfactory performance in order

to achieve permanent status and be classified as a regular employee. A performance evaluation is required by the end of the six-month qualifying period. Employees receiving an unsatisfactory evaluation will be reinstated to the employee's former or equivalent class.

15.2.3 Upon successful completion of the qualifying period, employees will have regular status.

15.3 Provisional Appointment:

A provisional appointment is one established to meet staffing requirements of short-term duration such as situations requiring short-term fluctuating staff needs.

15.3.1 Whenever a vacancy exists for which there is no appropriate list of eligible candidates available, a provisional appointment may be made pending the processing of applicants as stated in this code. A provisional appointment may not be continued beyond the establishment of a list of five (5) qualified eligibles and in any event may not be continued for more than six (6) months. No union-eligible person will serve in one or more provisional appointment(s) for more than six (6) months in any consecutive twelve (12) month period. Union ineligible employees may serve in a provisional appointment for up to (18) eighteen months. An exception to the above may be made by approval of the District Health Officer.

15.3.2 A position established for less than six (6) months will be a temporary position, to be filled by appointment from the eligible lists, or by a provisional appointment if necessary.

15.3.3 The service of a person serving under a provisional appointment with the District shall not be counted as creditable service toward determination of longevity nor shall it be counted as creditable service for completion of probationary status for regular employment. A provisional employee may be terminated at any time without recourse to the procedures applying to dismissal or reduction in force.

15.3.4 An employee who has already secured regular employment who is asked to serve in a provisional role will not lose their regular status.

15.4 Reemployment

15.4.1 Any regular employee who resigns from a position, and who leaves in good standing, within the District service may reapply for any open competitively bid position at any time. Seniority rights cease upon separation from the District. Service date begins from most recent date of hire.

15.4.3 Subject to the approval of the employing division director and the District Health Officer, any employee who resigns from a position within the District in good standing may be reinstated to a former open position and salary within one hundred eighty (180) days. Seniority will be adjusted for the period of time the employee was separated from the District not to exceed

one hundred eighty (180) days.

15.4.4 Once a union ineligible employee has provided the District with notice of resignation, it remains the sole decision of the District Health Officer in consultation with Division Director and the Human Resources to allow the employee to rescind their resignation.

16 Seniority

- 16.1 District seniority shall be uninterrupted length of service from the most recent date employment by the District.
- 16.2 Classification seniority shall be the uninterrupted length of service from the most recent date of appointment to the employee's classification.
- 16.3 Unless an employee is reinstated to employment, employee's seniority rights shall cease upon separation from employment.
- 16.4 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.
- 16.5 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.
- 16.6 District seniority shall be used for purposes of vacation scheduling.

17 Medical Certification

- 17.1 All new employees entering District service on a probationary status will be required to complete a pre-employment drug screen prior to the date of hire at a facility designated by the District. The result of the drug screen must be negative for any illegal drugs as designated by the State of Nevada. If Federal grants require federal drug rules be enforced, the Health District will use the Federal Schedule of Illegal Drugs to determine employment eligibility for employees working on said grants.
- 17.2 The Safety Officer will maintain a list of those employees required to have annual physical exams as dictated by OSHA regulations, target program and/or functional duties within classification.
- 17.3 Should a physician report demonstrate that applicant or employee cannot perform the essential functions of the position with reasonable ADA accommodations, the District Health Officer or designee may withdraw the appointment.
- 17.4 The District Health Officer, as authorized by the District Board of Health, may waive employee medical standards in extenuating circumstances. The District Health Officer may require additional medical tests and examinations whenever

medical findings, or other circumstances of the individual's employment indicate a need in the opinion of the District Health Officer.

18 Personnel Records

- 18.1 The Human Resources Director will maintain appropriate files that will contain all official records and documents pertinent to the employment status and history of each employee. Personnel records are the exclusive property of the District and shall include documents legally required under federal, state or local laws. Additionally, the District may include or exclude documents deemed appropriate or as agreed upon under the collective bargaining agreement.
- 18.2 The District will restrict disclosure of an employee's personnel file to authorized individuals within the District. Any request for information from personnel files must be directed to the Human Resources Director. Only the Human Resources Director or designee is authorized to release information about current or former employees. Disclosure of personal information to outside sources will be limited.
- 18.3 An employee, the employee's immediate supervisor, and/or division director, may inspect an employee's personnel file in the presence of Human Resources Director or designee. A representative of the employee's choice with written consent from the employee may also review the personnel file. Personnel file reviews will be during the normal working hours of Human Resources. Upon request, the employee will receive a copy of any materials in the personnel file provided that the cost for such copies is paid by the employee, in accordance with NRS 613.075
 - 18.3.1 Employees may request a review of their personnel records on a reasonable basis.
 - 18.3.2 Requests for review of personnel records must be made in writing by the employee at least one working day in advance of the requested review date. An employee requesting a review of personnel records must schedule an appointment with the Human Resources Director or designee to review the file.
- 18.4 An employee will be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or performance. An employee will have a right to have a response or rebuttal to any statement or evaluation inserted in the personnel file.
- 18.5 An employee's personnel file can only be removed from Human Resources department with authorization from the Human Resources Director.

19 Employment References

All requests for employment references must be directed to the Human Resources Director or designee. No other manager, supervisor, or employee is authorized to release employment references for current or former employees. The District's policy as to employment references for employees who have left the District is to disclose only the dates

of employment and the title of the last position held. If an employee authorizes disclosure in writing, the District will also provide a prospective employer with the information on the amount of salary or wage the employee last earned.

20 Performance Evaluations

- 20.1 The District shall give each employee a current copy of the classification specification applicable to the position occupied by the employee. The District shall maintain a uniform and consistent performance evaluation program for all employees. Employees in similar classifications/positions shall be rated on established performance rating factors. Employees shall be given a written evaluation of work performance by their immediate supervisor within the first six (6) months following employment and annually thereafter, regardless of placement within their salary range. Evaluations shall reflect the work performed during the evaluation period.
- 20.2 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 a written Performance Improvement Plan for employees to use in improving work performance and achieving performance goals.
- 20.3 In the event a regular employee's overall performance is rated unsatisfactory, **or** if the employee believes the evaluation contains inaccurate comments, the employee may request a review of the performance evaluation with the appropriate section manager and division director. At that review, the employee may present appropriate information regarding comments and issues put forward in the performance evaluation. The section manager and division director shall, after appropriate consideration, but within five (5) business days of the review, issue a formal decision upholding or modifying the performance evaluation.
- 20.4 Human Resources must notify the division of upcoming performance evaluations due at least thirty (30) days prior to the evaluation due date.
- 20.5 The evaluation date shall be adjusted by the number of unpaid hours for employees who have eighty (80) or more hours of unpaid leave during the one-year evaluation period.

21 Employment of Relatives

- 21.1 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.
- 21.2 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.

- 21.3 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 of the other, or in a line of direct supervision; (2) one is not in a position to exert direct influence on the hiring, promotion, transfer, or performance evaluation of a relative; and/or (3) where potential problems of safety or security may exist. The employee is required to notify their supervisor or manager of the relationship, manager, and/or Division Director to advise Human Resources if such a relationship exists.
- 21.4 Exceptions to these provisions must be reviewed and approved by the District Health Officer.

22 Reductions in Work Force

- 22.1 Under some circumstances, the District may need to reorganize or reduce its workforce.
- 22.2 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.
- 22.3 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.

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

22.3.2 Temporary positions shall first be eliminated.

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

- 22.3.3.1 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.
- 22.3.3.2 District seniority, as defined in Article 25.
- 22.3.3.3 Termination under this rule shall require giving at least 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.

22.4 Proposed layoffs/terminations may be appealed to the District Health Officer through the creation of a reduction in force committee as follows:

22.4.1 In the event of an appeal of all affected employees, the Union will select two (2) representatives, and the District will select two (2) representatives comprising a reduction in force fact-finding committee. If the appeal does not involve a bargaining unit eligible employee, two (2) representatives will be selected from management and two (2) from non-management ranks.

22.4.2 These representatives shall select a fifth member who shall serve as the chairperson of the committee to hear such appeal(s).

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

22.4.4 The District Health Officer shall review the fact-finding committee report and issue a decision that either adopts the fact-finding committee recommendation, denies the appeal, or, in the event there is no fact-finding committee recommended action, directs the implementation of some other action. The decision of the District Health Officer is final.

22.5 All personnel who are affected by a reduction in force shall have a right to volunteer for demotion to a lower rank that they are qualified to fill through previous service and testing in that rank providing a position vacancy exists.

22.6 Any employee reduced in grade or terminated under this article shall be placed on the District's recall list for a period of eighteen (18) months. Previous employees shall be notified by documented contact and must respond within forty-eight (48) hours that they are accepting the offer of reemployment on the date specified in the offer or they shall be deemed to have refused the offer of reemployment. 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 reemployment 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.

- 22.6.1 Whenever positions become available in a class within the eighteen (18) month recall period, personnel who have been laid off or reduced in grade in that class shall be recalled in inverse order of layoff or reduction in grade.
- 22.6.2 Providing a position vacancy exists, laid off employees may be offered, within recall order a position of equal or lower salary schedule assignment within their former position's classification series, e.g., Public Health Nurse I, II.
- 22.6.3 Upon recall of a former employee, the employee shall receive adjusted seniority for the period of time that the employee was laid off.
- 22.7 It is agreed that the District and the Union will comply with all applicable federal laws and executive orders pertaining to nondiscrimination and equal employment opportunity, including all orders issued by the Office of Federal Contract Compliance and any other properly empowered governmental agency vested with power over these matters with regard to the District.

23 Separation from Employment

23.1 *Employee-initiated*

- 23.1.1 An employee wishing to leave in good standing will submit a written resignation to the appropriate supervisor at least two weeks prior to the effective date of such resignation.
- 23.1.2 Absence without approved leave for three (3) consecutive days, will be construed as an automatic resignation from employment due to job abandonment, effective as of the last date the employee worked. Approval of leave in emergency or unforeseen and unavoidable situations will not be unreasonably denied. Employees must contact management as soon as reasonably possible when they are unable to return to work due to an unforeseen event.

23.2 *District-initiated*

- 23.2.1 Employees other than those assigned to regular positions may be terminated at any time.
- 23.2.2 The District Health Officer may terminate the employment of any employee, whether regular or otherwise, for lack of funds or lack of work, or by reason of elimination of the position or elimination of the program to which the position is assigned in accordance with the procedures outlined in Article 22 (Reductions in Work Force).
- 23.2.3 Prior to a regular employee being terminated for just cause, the District Health Officer or designee will conduct a due process review. Likewise, a due process review will be conducted for any dismissed employee who alleges discrimination as cause for termination.

23.2.4 District-initiated terminations of regular employees will be subject to the disciplinary provisions of these policies.

- 23.3 Employees shall return all District property in their possession or control on or prior to their final day of employment. This includes District-furnished identification, uniforms, tools, and equipment. Reasonable fees or charges may be imposed for loss of District property. Final payment of accrued leave may be reduced by the amount charged for replacement cost of District property.

24 Discipline

- 24.1 The right to issue discipline is vested exclusively in the District. The disciplinary process outlined in the current collective bargaining agreement will apply to bargaining unit eligible employees.
- 24.2 The purpose of disciplinary action is to be corrective and will be used by the District to address work deficiencies, to assist employees in meeting performance standards, and to ensure that District policies/procedure are followed.
- 24.3 Performance and behavior issues first will be addressed as an informal counseling documented as a note to file except in egregious circumstances (i.e., a gross violation of standards or serious infractions like violence, theft, or impropriety). Counseling shall communicate to the employee that violation of a work rule, policy, or procedure has occurred or that the employee has performance deficiencies that need to be addressed. Any written memo of counseling shall not be placed in the employee's permanent personnel file. Counseling documented as a note to file may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months.
- 24.4 The District will follow progressive discipline unless circumstances warrant more severe actions. The District reserves the right to skip one or more steps in appropriate cases. 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 of no more than twenty (20) working days;
 - D. Termination.
 - E. Demotion may be considered in the disciplinary process at Management's discretion.
- 24.5 The District may only discipline, demote, or terminate an employee who has completed the initial probationary period. Employees who have not completed the probationary period will be released from the District without right to appeal.
- 24.6 The action to be taken at each step is as follows:

- 24.6.1 Documented Verbal Warning: Document a verbal communication given to the employee that informs the employee that an offense has been committed and that a repeat offense that occurs within twelve (12) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.
- 24.6.2 Written Warning: Document a formal written communication to the employee that informs the employee that a previously documented offense continues and that continued offenses that occur within eighteen (18) months may result in more severe discipline. It shall also contain direction on how the employee is to correct the violation.
- 24.6.3 Final Written Warning with or Without Suspension: Document a final written communication to the employee that informs the employee that a previously documented offense has continued and a repeat offense that occurs within twenty-four (24) months may result in a more severe discipline up to and including termination. Suspension is the removal of an employee from duties for up to twenty (20) working days without pay.
- 24.6.4 Termination: Documents the dismissal of the employee from service with the District. The notice of termination shall contain the reasons for the termination and any past discipline on which the District relied, if any, to issue the termination.
- 24.7 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, it may place the employee on paid investigatory leave pending the termination of the investigation. Investigatory leave is not considered disciplinary action.
- 24.8 Any employee who receives a Documented Verbal Warning, Written Warning, Final Written Warning with or without 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.
- 24.9 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 shall be filed with the disciplinary notice.
- 24.10 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 that no additional disciplinary notices have been issued to that employee and the discipline is no longer active consistent with

sections 38.6.1, 38.6.2, or 38.6.3 upon the employee's written request to Human Resources.

- 24.11 Any bargaining unit eligible employee of the District shall be entitled to have a union representative (field representative or union steward) present during an investigatory interview which may result in discipline of the employee being investigated.

25 Discipline Appeal Procedure

When an employee receives a disciplinary notice, the employee may, subject to the deadlines and procedures below, appeal the Written Warning or file a disciplinary appeal on a Final Written Warning, demotion, or termination. Bargaining unit eligible employees will be subject to the provisions of the current collective bargaining agreement.

25.1 Appeal of a Documented Verbal Warning or a Written Warning

- 25.1.1 An appeal shall be made in writing and received by the division director within ten (10) working days and state the reason why the employee is disputing the Documented Verbal Warning or Written Warning.

- 25.1.2 The Division Director or designee shall have a meeting with the employee, and the union representative (if applicable), within ten (10) working days of receiving the appeal of the Documented Verbal Warning or Written Warning. For the purpose of attempting to resolve appeals as early as possible, the parties, at any meeting prior to and at the meeting described in this section, shall make full disclosure to each other of all facts and evidence then known to them which bear on the appeal of reprimand. This shall include the right of the employee to inspect the employee's personnel file.

- 25.1.3 The Division Director or designee will have ten (10) working days to provide a written statement with a decision upholding the discipline, modifying the discipline, or removing the discipline. Such statement will contain the reasons for the decision, with a copy to the employee, the employee's personnel file, and the Union, if applicable.

- 25.1.4 If the employee disagrees with the decision, the employee may, within ten (10) working days of the decision, submit a written rebuttal, reasonable in length and relating directly to the documented verbal warning or written warning which will be filed with the discipline notice and the division director's decision.

25.2 Disciplinary Appeal of a Final Written Warning, Suspension, Demotion, or Termination

- 25.2.1 A disciplinary appeal shall be made in writing and received by the division director within ten (10) working days of the disciplinary notice and state

the reason why the employee is disputing the final written warning, suspension, demotion or termination.

25.2.2 The Division Director or designee shall have a meeting with the employee, and the Union Representative (if applicable), within ten (10) working days of receiving the disciplinary grievance. For the purpose of attempting to resolve disciplinary appeals as early as possible, the parties, at any meeting prior to and at the meeting described in this section, shall make full disclosure to each other of all facts and evidence then known to them which bear on the appeal. This shall include the right of the employee to inspect the employee's personnel file.

25.2.3 The Division Director or designee shall have ten (10) working days to provide a written statement with a decision upholding the discipline, modifying the discipline, or removing the discipline. Such statement will contain the reasons for the decision with a copy to the employee, the employee's personnel file, and the union, if applicable.

25.2.4 If the employee disagrees with the decision, an appeal may be made to the District Health Officer or designee within ten (10) working days from receipt of the written decision from the Division Director. The District Health Officer or designee will make a final attempt to resolve the issue and will provide a written statement within ten (10) days after meeting with the parties involved. The District Health Officer will provide a written statement upholding, modifying or removing the discipline or rescinding the termination of employment.

25.3 The time limits in this Article may be waived or extended by mutual agreement of the parties in writing. Any appeal filed after the time limit shall be null and void.

STANDARDS OF CONDUCT

As a public employer entrusted with the governing of public health issues, the District and all employees must adhere to the highest standards of conduct as well as provide a strict observance of the “*Ethics in Government*” provisions of Nevada Revised Statutes (NRS 281). The following standards are therefore set forth as minimum standards. These standards should be exceeded whenever there is a common-sense question of proper ethical behavior.

26 Preferential Treatment

- 26.1 Employees shall not use or attempt to use their official position to secure or grant privileges, exemptions, advantages, contracts, or preferential treatment for themselves or others.
- 26.2 The following shall be included as an additional delineation of minimum standards defining conflicts of interest in each District division or program:
 - 26.2.1 Public property, funds, or other negotiable instruments of value shall never be used or obtained for the personal or political gain of any District employee or family members.
 - 26.2.2 District employees shall refrain from publicly endorsing any commercial products or services in which they have a direct or indirect interest.
 - 26.2.3 District employees shall make no promises nor give any assurances of special consideration or favors in the performance of their official duties which shall be contingent upon any material, tangible, or financial reward.
 - 26.2.4 District employees shall not accept directly or indirectly any tips, gratuities, gifts, property, employment, or other items of value for their work performance.

27 Conflicts of Interest

- 27.1 District employees shall not directly or indirectly solicit, accept, or receive any gift or token of appreciation whether in the form of money, services, loans, travel, entertainment, hospitality, promises of future financial gain or employment, or any other gift whereby the intent in receiving same could reasonably be inferred to be for purposes of influencing the District employee in the performance of duties or is intended as a reward for an official reaction on the employee's part. Any such gifts, favors, or tokens of appreciation in violation of this rule must be immediately returned. Solicitation for such gifts, favors or tokens by an employee shall be grounds for discipline up to and including termination.
- 27.2 Prohibited conflicts of interest also may occur whenever an employee has an interest in any entity that transacts business with the District. "Interest" includes any opportunity to derive personal gain through ownership, employment, or other participation in/with an entity. "Entity" as used in this sense includes individuals, companies, partnerships, corporations, or other similar organizations.

28 Full Disclosure

- 28.1 The District employees shall not participate as agents or representatives of the District in any action or make any recommendations on any matter in which they have a direct financial or other tangible interest.
- 28.2 Individual division policies or directives of the District Health Officer may further amplify or delineate the following standards which require full disclosure of District employee financial interests in matters controlled or affected by the performance of their duties.
 - 28.2.1 It is the responsibility of District employees to inform their immediate supervisor, manager, or division director in writing of any financial or tangible interests they have in the normal performance of their assigned duties and the full nature of that interest that may be affected by the performance of their assigned duties. Failure to inform the District will be considered intentional nondisclosure and insubordinate.
 - 28.2.2 Division directors shall reassign duties as well as the length of such reassignments when a conflict of interest exists and when an employee has a conflict of financial or other interest.

29 Confidential Information Including HIPAA

- 29.1 District employees shall respect and protect protected health information (PHI), individually identifiable information and confidential information or records to which they have access in the course of their official duties. Employees shall be prohibited from engaging in any interest, activity, or disclosure of such confidential information or records that is not in keeping with the performance of their official duties.
- 29.2 District employees are prohibited from seeking or accepting any financial reimbursement, favor, influence or gifts through the use or disclosure of confidential patient/client information or records.
- 29.3 District employees who acquire information in the course of employment activities, which by law or policy is deemed confidential, shall not use such information outside the scope of their District employment for any purpose.
- 29.4 District employees may not use work hours or nonpublic District resources to secure information outside the scope of their District employment for any purpose.
- 29.5 District employees designated as "confidential" employees will not divulge or disclose any information relating to confidential employee relations with any person not also designated "confidential" unless specifically authorized to do so by their immediate supervisor, manager, or division director.
- 29.6 Any District employee who falsifies official District records, reports, contracts, or documents for personal interests or gain, or who for malicious reasons deletes, alters, or otherwise disposes of official District records, reports, documents, or files shall be subject to disciplinary action up to and including termination.
- 29.7 Any District employee found cheating on any type of examination or who is found to have aided another employee, applicant, or candidate to cheat on any type of examination will be subject to disciplinary action, including termination, may be barred from taking future examinations for up to one (1) year, and will be excluded from any eligible list created as a result of the testing in question.

- 29.8 National health information privacy standards issued by the U. S. Department of Health and Human Services (DHHS), pursuant to the Health Insurance Portability and Accountability Act (HIPAA) will be followed by all District employees.
- 29.9 The appropriate sanctions will be enforced against District employees of its workforce and business associates who fail to comply with SNHD privacy and security policies. These sanctions include the disciplinary actions defined in the District's disciplinary process and the current collective bargaining agreement as well as the remediation steps outlined in the Business Associate Agreement.
- 29.10 Any improper or unauthorized use or disclosure of protected health information (PHI) must be immediately reported to their Manager and Division Director who will notify the Privacy Officer or designee. If a staff member is notified that protected health information (PHI) has been misused by an employee or a business associate, the staff member must notify the Privacy Officer or his designee. Staff members shall cooperate fully in any investigation of misuse or wrongful disclosure and shall take all reasonable steps to rectify and minimize the impact of the misuse or unauthorized disclosure.
- 29.11 A patient, client, or his/her authorized representative has a right to complain about alleged violations of the policy and procedures regarding privacy and security of their protected health or individually identifiable information. A patient, client, or his/her authorized representative may file a complaint with the District's Privacy Officer or designee. The Privacy Officer will develop and maintain procedures regarding the investigation, documentation and resolution of any such complaints.
- 29.12 Division Directors/Managers are also responsible for documenting individual complaints regarding privacy, and for administering corrective actions for workers known to be in violation of the District's privacy rules.

30 Use of District Property/Premises

- 30.1 District employees shall neither directly or indirectly use or permit any unauthorized person(s) to use any District equipment, property, or its premises for any personal use. Employees shall protect, conserve, and take reasonable precaution in the preserving of all District equipment, supplies, property, and premises entrusted or issued to them.
- 30.2 Minimum standards for the use, security, and care of District property and equipment may be further specified as pertinent to each division recognizing the differences in official equipment, supplies, and property used. Additional, more restrictive guidelines setting forth the appropriate or inappropriate use of District equipment, supplies, and property may be established by directive and/or division policy.
- 30.3 Employees shall be responsible for repair or replacement costs of District property lost or damaged through negligence, unauthorized usage, or mishandling.

31 Political Activities

- 31.1 District employees shall refrain from any political activities in the workplace.

31.2 The following standards are established to further delineate the conduct of District employees while on duty:

31.2.1 District employees are encouraged to exercise their rights as citizens to vote.

31.2.2 District employees must separate personal political views from their official duties and position as employees, especially when on duty.

31.2.3 District employees shall not wear campaign paraphernalia during the workday or display political items in the work area.

32 Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the District. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare, and the District's operations also may be prohibited. The District shall have the right to discipline, demote, or discharge any employee for conduct of this nature or "just cause." The term "just cause" shall include, but not be limited to, the following:

32.1 Violation of any federal, state, or local law directly impacting the employee's fitness for employment.

32.2 Violations of the Health Insurance Portability and Accountability Act (HIPAA). Any improper or unauthorized use or disclosure of protected health information must be reported immediately to the employee's manager and Division Director. District employees will cooperate fully in any investigation of misuse or wrongful disclosure and shall take all reasonable steps to rectify and minimize the impact of the misuse or unauthorized disclosure.

32.3 The District's workforce or contractors will not intimidate, threaten, coerce, discriminate against, or take any other retaliatory action against any individuals(s) for exercising his/her rights under or participating in any process established by HIPAA privacy rules.

32.4 Using, possessing, dealing, distributing, or being under the influence of intoxicating beverages, unprescribed narcotics, or unlawful drugs while on duty or at work locations, or reporting to work or operating District vehicles or equipment with unlawful or unprescribed drugs in the body in any detectable amount.

32.5 Failure to perform duties; insubordination. Failure or refusal to comply with a lawful order or to accept a reasonable and proper assignment from an authorized supervisor or District management official. Refusal to work overtime without reasonable justification.

32.6 Inattention to duty, inefficiency, incompetence, carelessness, or negligence in performance of duties.

32.7 Unlawful discrimination or harassment of another employee or member of the public.

32.8 Misuses of sick leave, including using sick leave under false pretenses. Chronic, inconsistent, or excessive absences/tardiness whether excused or unexcused.

32.9 Rude or discourteous treatment of other employees or the public.

32.10 Dishonesty or stealing.

32.11 Using the position for financial gain; solicitation of work for private business or personal

acquaintance. Accepting remuneration, gratuities, or favors from any business, vendor, the public, or others related to the performance of the employee's duties. Using District employment for personal advantage.

- 32.12 Inattention to duty, carelessness, or negligence in the care and handling of District property.
- 32.13 Loss or misuse of District funds or property.
- 32.14 Improper or unauthorized use of District vehicles or equipment or misappropriation of supplies or personal use of District equipment.
- 32.15 Damage to public property or waste of public supplies through misconduct or negligence. Destroying or willfully damaging the property of the District or another employee.
- 32.16 Furnishing false information to secure appointment. Willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, production or work performance reports, or any other records and reports. Falsification of time cards or other time and attendance records or signing/altering another employee's time card without proper authorization.
- 32.17 Absence from duty without authorized leave; failure to report after leave of absence has expired or after such leave of absence has been disapproved, revoked, or canceled.
- 32.18 Violation of the provisions of these rules, regulations, and policies or any written policies that may be prescribed by the District.
- 32.19 The offering or acceptance by an employee of any bribe, gratuity, kickback, or other item of value when such is given in the hope or expectation of receiving preferential treatment.
- 32.20 Outside work that is unauthorized, or which detracts from the efficiency of the employee in the effective performance of District functions.
- 32.21 Failure to obtain or maintain necessary qualification, certificate, or license, which is required as a condition of employment.
- 32.22 Driving record that indicates poor or unacceptable driving habits that may create a liability for the District for those employees required to operate vehicles.
- 32.23 Conduct which discredits the District or District personnel.
- 32.24 Malfeasance, misfeasance, nonfeasance or misconduct toward the District, the public, or fellow employees.
- 32.25 Sleeping while on duty.
- 32.26 Failure to comply with the written operational procedures of the District.
- 32.27 Violation of safety requirements or procedures.
- 32.28 Improper political activity as outlined in article 31.
- 32.29 Possession of firearms or other weapons on District property whether owned or leased or carrying any weapon while on duty.
- 32.30 Actual or implied violence or intimidation towards District employees, clients, or the public or threats of violence.

- 32.31 Use of threatening, profane, or abusive language.
- 32.32 Engaging in horseplay, disorderly or illegal conduct, including deliberately delaying or restricting production or interfering with the work of others.
- 32.33 Interference or failure to participate or provide full disclosure of information during an official District investigation to include but not limited to written statements, recorded verbal statements, substantive evidence known to the employee related to the investigation.
- 32.34 Interference with any employee's work duties.
- 32.35 Retaliation against another employee for participating in protected activities.
- 32.36 Bullying or starting/perpetuating false rumors about clients and or other employees.
- 32.37 Any other just cause that may be identified.

33 Disclosure of Unethical, Illegal, Fraudulent Behavior

- 33.1 It is the declared policy of the District that a District officer or employee is encouraged to disclose, to the extent not expressly prohibited by law, improper unethical, illegal, fraudulent behavior, and it is the intent of the District to protect the rights of a District officer or employee who makes such a disclosure. Unethical, illegal, fraudulent behavior means any action taken by a District officer or employee in the performance of his/her duties, whether the action is within the scope of his/her employment which is:
 - 33.1.1 In violation of any applicable law or regulation of the state, any applicable ordinance of the county, or rule, regulation, policy or procedure of the District;
 - 33.1.2 An abuse of authority;
 - 33.1.3 Of substantial and specific danger to the public health or safety; or
 - 33.1.4 A gross waste of public money.
- 33.2 Improper governmental action shall not be deemed to include any matter which is solely personal or disciplinary in nature.
- 33.3 A District officer or employee shall not directly or indirectly use or attempt to use his/her official authority or influence to intimidate, threaten, coerce, command, or influence another officer or employee to interfere with or prevent the disclosure of information concerning improper governmental action. Use of "official authority or influence" includes taking, directing others to take, recommending, processing, or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, evaluation, or disciplinary action.
- 33.4 No reprisal or retaliatory action shall be taken against a District officer or employee who discloses information concerning improper conduct, if such action is taken because the District officer or employee disclosed information concerning improper conduct.
- 33.5 The provisions of this policy do not prohibit a District officer or employee from initiating proper disciplinary procedures against another District officer or employee who discloses untruthful

information concerning improper conduct which he/she knew or reasonably should have known
to be untrue

34 Off-Duty Conduct

34.1 While the District does not seek to interfere with the off duty and personal conduct of its employees, certain types of off duty conduct may interfere with the District's interests. Employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's or their own integrity, reputation, or credibility. Off duty conduct on the part of an employee that adversely affects the District's interests or the employee's ability to perform the assigned job may result in separation of employment.

34.2 *Outside Employment*

34.2.1 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:

34.2.1.1 Involves the use for private gain of District employment time or District facilities, equipment, supplies, the badge, uniform, prestige, or influence of the District or employment, or

34.2.1.2 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

34.2.1.3 Involves the performance of an act other than the employee's capacity as a District worker, 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, and/or

34.2.1.4 Causes a decrease in the performance of assigned job duties as a District employee.

34.3 Each employee wishing to engage in outside employment shall make appropriate written request for approval through their Division Director or designee. Prior to undertaking any outside employment, approval must be secured. Approval or denial of outside employment will occur within ten (10) business days of the receipt of the request for approval. The reasons for a denial will be provided in writing to the employee, with an explanation of how the outside employment would conflict with the duties, functions or responsibilities of the District.

34.4 Any District employee who engages in any outside employment for himself or others, for compensation in violation of this section, will be deemed to have committed an act of insubordination and will be subject to disciplinary action up to and including separation from employment.

35 Drug and Alcohol Abuse

- 35.1 The District is gravely concerned about the use of alcohol, illegal drugs or controlled substances as it affects the workplace. Use of these substances whether on or off duty can adversely affect an employee's work performance, efficiency, safety and health and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances while on duty constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property loss or damage, or injury to other persons.
- 35.2 The following rules and standards of conduct apply to all employees either on District property or during the work day (including meals and rest periods). The following are strictly prohibited by the District:
- 35.2.1 Being under the influence of or drinking alcohol while on duty or being under the influence of any substance that impairs the employee's ability to safely and properly execute the performance of their job duties.
 - 35.2.2 Driving a District vehicle while under the influence of alcohol or while having present in the body an illegal or controlled substance in any detectable amount.
 - 35.2.3 Distribution, sale, or purchase of alcohol or an illegal or controlled substance while on duty.
 - 35.2.4 Possession or use of an illegal or controlled substance, or being under the influence of, or having present in the body an illegal or controlled substance in any detectable amount while on duty.
- 35.3 Violation of the above rules and standards of conduct will not be tolerated. Appropriate discipline up to and including termination will be imposed. The District also may bring the matter to the attention of appropriate law enforcement authorities.
- 35.4 In order to enforce this policy, the District reserves the right to conduct searches of District property or employees and/or their personal property, and to implement other measures necessary, including but not limited to drug tests, driving history record review, or medical evaluation to deter and detect any violation of this policy.
- 35.5 An employee's conviction on a charge of illegal sale or possession of any controlled substance while off District property will not be tolerated because such conduct, even though off duty, reflects adversely on the District. In addition, the District must keep people who sell or possess controlled substances off the District's premises in order to keep the controlled substances themselves off the premises.
- 35.6 Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.
- 35.7 The District will encourage and assist employees with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave. The District is not obligated, however, to continue to employ any person whose job performance is impaired because of drug or alcohol use, nor is the District obligated to reemploy any person who has participated in treatment and/or rehabilitation if that

person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation but continue to violate this policy will not be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the District's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

36 Punctuality and Attendance

- 36.1 Punctual and consistent attendance is a condition of employment. It is the employee's responsibility to be at work as scheduled.
- 36.2 An employee is expected to be at work, and to begin work, at the beginning of assigned shift.
- 36.3 An employee who is unable to report for work on any particular day must advise the appropriate supervisor before the time the employee is scheduled to begin working for that day as instructed by the supervisor. If the employee fails to advise the supervisor before the scheduled time to begin work, discipline may be imposed. In all cases of absence or tardiness, employees must provide their supervisor with a written explanation upon request. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, the employee must call in on any scheduled work day they will not report to work.
- 36.4 If it becomes necessary for an employee to leave the work location or work premises during working hours, permission from the appropriate supervisor must first be obtained. Leaving the work location or premises without permission may be cause for disciplinary action.
- 36.5 Employees are free to leave work premises during lunch or unpaid meal periods; however, no travel time is allowed, and employees may not leave before or return after the scheduled meal period.

OPERATIONAL CONSIDERATIONS

37 Employer Property

- 37.1 District property must be maintained according to District rules and regulations. All tools and equipment must be used in a safe and proper manner. Property must be kept clean and is to be used only for work-related purposes. The District reserves the right to inspect all District property to insure compliance with its rules and regulations, without notice to the employee and/or in the employee's absence. Employees are responsible for taking appropriate measures to safeguard property in their possession against damage, loss, or theft. Negligence or willful destruction of employer property may be subject to disciplinary action up to and including termination.
- 37.2 Prior authorization must be obtained before any District property may be removed from the premises.
- 37.3 Personnel records, payroll records, and other employee recordkeeping documents are the exclusive property of the District.

38 Employee Property

An employee's personal property, including but not limited to vehicles, lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of District property or for other legitimate purpose. The employee assumes full responsibility for proper safeguards against damage or theft of personal property. The District is not liable for employee property and may ask that personal items be removed from District premises at any time for any reason.

39 Off Duty Use of Facilities

Employees are not permitted to use District facilities when off duty unless they have specific written permission from the District Health Officer or designee, or they confine themselves to normal public use in normal public areas.

40 Security

The following security considerations are offered to help maintain a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits, and service areas). Report any suspicious persons or activities to security. All employees should secure their desks and/or work areas at the end of the day or when called away from the work area for an extended length of time and should not leave valuable and/or personal articles in or around the work station. Employees are prohibited from occupying work premises outside of approved work schedule. Employees are encouraged not to work in isolation without informing their supervisor and/or manager.

41 Health and Safety

- 41.1 The practice of accident prevention is one of the most important employee responsibilities. Knowing and applying safe working methods are fundamental parts of every job.
- 41.2 For their own protection, and in the interest of fellow workers and the public served, employees must learn and follow all established safety practices and avoid taking any chances that might result in injury. When in doubt, they should check with their supervisor. Any unsafe or hazardous condition must be reported directly to a supervisor immediately.
- 41.3 Employees are required to use the workers compensation provider service provided by the District for any on the job injury or illness. Employees are required to immediately report any illness or injury to their supervisor and follow the reporting procedures established by Human Resources.
- 41.4 Employees are required to submit to post accident drug testing within eight (8) hours of the incident. Additionally, employees involved in any work-related motor vehicle accident will be subject to a drive history record audit. Employees required to have a valid driver license in their classification may be subject to annual drive record review and appropriate liability insurance record submittal. Employees required to have a valid driver license in their classification are required to report any change in drivers' license or liability coverage.

42 Smoking Policies

The District is committed to providing a healthful and safe working environment for employees. In keeping with this commitment, no smoking is permitted in District owned or occupied buildings, on premises, or in vehicles parked on SNHD premises.

43 Housekeeping

All employees are expected to keep their work areas clean and organized. Common areas such as lunchrooms, locker rooms, and restrooms should be kept clean by those using them.

44 Recreational Activities and Programs

The District or its insurer will not be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

EMPLOYEE COMPENSATION AND BENEFITS

45 Compensation Plan

The purpose of the compensation plan is to provide equitable and adequate compensation for all employees.

45.1 The compensation plan includes, for each classification, a minimum and maximum salary rate and such intermediate rates as are considered necessary, as well as supplemental retirement, insurance, and related fringe benefit provisions. Flat rates may be used instead of salary ranges where appropriate. The rate or pay range assigned to each class will reflect fairly the differences in the duties and responsibilities among classes and will consider rates paid by other public employers for comparable work, the District's compensation policies and financial condition, unusual problems of recruitment and turnover, and other relevant factors. The compensation plan of the District may include but not be limited to a schedule of pay grades approved by the District Board of Health. Each class in the classification plan shall be assigned to an appropriate salary schedule in the compensation plan. Rules for interpreting and administering the compensation plan are outlined herein. In recommending the assigned salary schedules, the District Health Officer or nominee shall give appropriate consideration to the following factors: maintenance of equitable relationships between employee classes based on relative duties and assigned responsibilities, and prevailing rates for comparable work in other private and public employment.

45.2 *Salary Plan Administration*

45.2.1 Employees will be compensated on an hourly basis and be paid biweekly, providing for twenty-six (26) pay periods in a calendar year.

45.2.2 An employee will not receive compensation of any type while on leave of absence without pay or while absent from duty without official leave.

45.2.3 For non-exempt employees, pay rates set forth are shown as hourly gross compensation for full time work in different classes. For exempt employees, pay rates will be expressed as biweekly amounts which would be the hourly rate times eighty (80) hours or yearly amounts which would be the hourly rate times 2080 hours. Non-exempt employees shall be paid based on their hourly rate times the number of hours worked and/or the number of hours of paid leave time taken. Exempt employees shall be paid based on their biweekly rate with appropriate adjustments made to their paid leave balances for leave time used.

45.2.4 Each full-time employee shall be paid at one of the established steps in the salary schedule for the employment class except when a position has been reclassified to a class with a lower salary schedule. Any current employee who wishes to apply in an open competitive recruitment may do so. Upon selection, the employee would start at the step closest to their existing salary without a loss in compensation for that employee as long as the salary schedule is the same for the new position. The employee would be eligible for a one step pay advancement following a six-month probationary period. District Health Officer or designee may authorize (upon documented and justifiable recommendation) retention by the affected employee of the salary rate held prior to reclassification.

45.2.5 The salary schedule is shown in Attachment A

45.3 *Salary Review Date*

- 45.3.1 The salary service increase will be the date on which an employee is removed from probation and every 12 months thereafter until the employee reaches the top of the pay scale (step 14).
- 45.3.2 Any continuous unpaid leave of absence of eighty (80) hours or more for any purpose other than military leave will change the date an employee is eligible for consideration for an initial or any subsequent step increase. The date will be equivalently extended, on a day-for-day basis, to reflect the leave.
- 45.3.3 The following will not be considered as breaks in qualifying service for annual salary adjustments:
 - 45.3.3.1 Previously authorized military leave provided that the employee is reinstated within ninety (90) days following honorable discharge from military service.
 - 45.3.3.2 Authorized educational leave of not more than one hundred twenty (120) days.
 - 45.3.3.3 Time, within the seven (7) week District supplemental pay period, during which the employee is receiving compensation for injury or disease arising out of and in the course of employment.
 - 45.3.3.4 Authorized leave of absence without pay of less than eighty hours (80) within the previous twelve (12) months.
 - 45.3.3.5 Authorized leaves of absence with pay.
 - 45.3.3.6 Period of qualifying service that immediately precedes a layoff or authorized leave of absence.

45.4 *Entrance Salary*

- 45.4.1 Initial appointment shall be at the minimum rate for the class, except when the District Health Officer upon recommendation of the Human Resources Director determines it is necessary to make an appointment above the minimum rate.
- 45.4.2 A person reinstated to employment shall be placed on the same schedule and step held before the separation.

45.5 *Promotion Salary*

The salary of a promoted employee will be set at the higher of the rate established as the entrance salary of the position or an amount that will constitute a salary increase equivalent to a minimum of five (5) percent over the employee's pre-promotional salary, except where the increase would place the employee above the top of the appropriate salary range. In that case, the employee will be placed at the top of the range for the new class. The effective date of promotion will become the anniversary date for step increases and performance evaluation. If the employee had more than six (6) months in the previous classification, the employee will also be given a one (1) step increase at the previous salary scale. The next step increase will be due twelve (12) months after the date of the promotion.

45.6 *Salary upon Reclassification*

- 45.6.1 An employee who is reclassified due to a material change in job duties and responsibilities will be placed on the appropriate step in the new salary range which affords a two-step salary increase as limited by the top of the new salary scale. The employee will be eligible for an additional increase after completion of one (1) year of service in the new classification as provided under the current labor agreement.
- 45.6.2 When an employee is reclassified to a class with a lower salary range, the District Health Officer may authorize the retention by the affected employee of the salary held prior to reclassification. In no instance will an employee exceed the maximum rate within the new salary range.

45.7 *Salary Adjustment*

- 45.7.1 New employees hired at the entry level (step one of the salary schedule) will be eligible for a single step advancement upon successful completion of their first six (6) months of employment in the position.
- 45.7.2 New employees hired at an accelerated hiring rate will be eligible for a one (1) step advancement after completion of one (1) year in the position.
- 45.7.3 When an employee's annual salary adjustment is delayed solely through administrative or clerical error, the adjustment will be made effective as of the date it was properly due.
- 45.7.4 The District Health Officer may, upon recommendation of the appropriate division director and the Human Resources Director, accelerate salary step advancement by five percent (5%) for individual employees for outstanding service once within any twenty-four (24) month period. Employees who are at the top of the Salary Schedule may be similarly recognized with a five percent (5%) one (1) time bonus. Such an accelerated salary advancement shall not change the salary service increase review date. No more than ten percent (10%) of a Division or Section workforce shall be eligible for an accelerated salary adjustment within any twelve (12) month period.
- 45.7.5 Exceptions to the above may be approved by the District Health Officer upon consultation with the Human Resources Director.
- 45.7.6 The salary adjustment dates shall be extended by the number of unpaid hours for employees who have eighty (80) or more hours of unpaid leave during the one-year evaluation period.

45.8 *Salary on Reduction in Class*

45.8.1 Demotion for Disciplinary Purposes

- 45.8.1.1 An employee demoted for disciplinary reasons will be placed at any step in the lower class that is equivalent to a decrease of at least one (1) salary step in the pre-demotion classification.

- 45.8.1.2 An employee demoted for disciplinary reasons or voluntarily demotes in lieu of alternative disciplinary actions will not receive a salary that exceeds the maximum salary step for the new classification.
- 45.8.1.3 A new step increase eligibility date will be established, which will be on the first day of the pay period following the completion of one (1) calendar year.
- 45.8.1.4 Demotion salaries may be adjusted by the District Health Officer as designated in section 38.3.5 of this Code.

45.8.2 Demotion Due to Reasons Other than Disciplinary

- 45.8.2.1 An employee in good standing may be demoted to a position in a lower class for reasons including, but not limited to, medical disability, lack of work, or lack of funds.
- 45.8.2.2 If such a demotion occurs, a regular non-probationary employee will be placed at the equivalent step in the new range, limited by the top of the salary scale. The employee will retain the employee's step increase eligibility date.
- 45.8.2.3 A probationary employee in good standing who is demoted to a class not previously occupied will receive the entrance salary of the lower class and the employee's step increase eligibility date will be established by the Human Resources Director.
- 45.8.2.4 A promotional qualifying employee who is demoted to a class formerly occupied in good standing will be reinstated to the place on the salary range, the step increase eligibility date, and probationary or regular status the employee would have achieved if the employee had remained in the lower class.

- 45.9 The Human Resources Director shall, with the approval of the District Health Officer, adopt any administrative rules and procedures necessary to implement these policies.

46 Work Schedules

- 46.1 Except as otherwise provided, the official work week for all employees will consist of forty (40) hours commencing at 12:01 a.m. on Saturday and ending at 12:00 midnight the following Friday. Employees working a 9/80 or 4/10 schedule may have a different payroll week. Employees who are assigned to a 9/80 or 4/10 schedule must agree to a change in the payroll week to avoid overtime payments.
- 46.2 Employees will be notified of their work hours at the time of initial appointment or appointment to a new position within the District service. If an employee accepts the position offered, the employee is considered to have accepted the assigned work hours.
- 46.3 Changes in work days, working hours, reporting times, or shifts will be made by the division director in order to meet the needs of the division. The District Health Officer or designee may also make changes in the workdays, working hours, reporting time, or shifts whenever it is appropriate in the best interest of the District. Schedule changes will be communicated to affected employees in writing as soon as practical and prior to the change in schedule. The establishment of starting and quitting times is vested solely in the District.

- 46.4 The standard work week for employees shall consist of forty (40) hours, comprised of five (5) consecutive eight (8) hour work days, four (4) ten (10) hour work days, or a 9/80 schedule which is defined as eight (8) nine (9) hour work days, and one (1) eight (hour) work day in a two week period. All work hours are exclusive of the daily lunch period.
- 46.5 **Adjusted Work Week (AWW):** A temporary business work week schedule assigned by appropriate District management or volunteered for by an employee for purposes of serving a legitimate business need outside the standard daily work schedule and within a specific work week. Payment for overtime would be calculated on hours worked over forty (40) in the work week for non-exempt employees.

47 Meal and Rest Periods

- 47.1 Employees are provided with an at least one half-hour unpaid meal period to be taken approximately in the middle of the workday. Employees are allowed paid fifteen (15) minute rest periods for every four hours of work or major portion thereof. Supervisors will schedule employee meal and rest periods. Lunch breaks cannot be taken at the beginning or the end of an employee's shift.
- 47.2 The employee is expected to observe the assigned working hours and the time allowed for meal and rest periods. Employees should not take more than fifteen (15) minutes for each rest period. Employees may leave the premises during the unpaid meal period but are not allowed any additional time when so doing.

48 Timekeeping Requirements

- 48.1 All employees not exempt from the overtime provisions of the federal Fair Labor Standards Act (FLSA) are required to record time worked and time allocation for payroll purposes.
- 48.2 Salaried and FLSA exempt employees also may be required to record their time allocation on a timesheet.
- 48.3 Any errors on an employee's timesheet should be reported immediately to the supervisor.
- 48.4 Employees are required to accurately record time in the best suited time code for their actual activities. Time codes have been established to accurately account for staff hours and to distinguish time spent in regular District duties versus other duties such as training and time off. This is an essential tool in determining appropriate staffing and the basis for client service projections. Intentional misrepresentation of time is prohibited.
- 48.5 All employees, both exempt and non-exempt, working on programs fully or partially funded by federal awards or grants must account for all time worked on each award or grant in actual time. The accounted time includes overtime worked and any time away on approved leave or any other categories of work subject to pay requirements.

49 Overtime

- 49.1 As necessary, employees may be required to work overtime. Overtime pay is additional compensation earned by a non-exempt employee who is held over on a regularly scheduled shift or is requested to report early for a regularly scheduled shift that will exceed the employee's normal work hours. Paid non-work hours (vacation, sick leave, personal leave) are not counted as hours worked when calculating daily overtime eligibility. Weekly overtime eligibility will include all paid time within the week.
- 49.2 Scheduled Overtime is when a non-exempt employee is required to report for duty at a time that is more than twelve (12) hours after notice is given. Employees who work scheduled overtime shall be paid overtime for the actual hours worked, including travel time. If the scheduled overtime is outside the Las Vegas metropolitan area, the employee shall also be paid overtime for the driving time.
- 49.3 All overtime must be officially ordered and/or approved by the division director or designee. Overtime will be paid at one and one-half (1½) times the eligible non-exempt employee's regular rate.
- 49.4 Non-exempt employees will be compensated at an overtime rate of time and one-half (1½) for hours worked in excess of their regularly scheduled shift (e.g., 8, 9, 10-hour shifts) in one work day or forty (40) hours worked in any work week. An employee may voluntarily agree to a temporary basis Adjusted Work Week in which case, overtime would be paid for all hours over forty (40) in a work week. Employees may be required to work overtime. Overtime will be added to the payroll for the period during which work is performed. Overtime will not be paid for work periods of less than seven (7) minutes; however, employees will not be regularly required to work over their regular shift for less than seven (7) minutes. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. The District will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be officially ordered and/or approved by the District Health Officer or designee in advance whenever possible.

The District provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

49.5 *Non-exempt Employees*

- 49.5.1 All hours worked in excess of 40 hours in one workweek will be treated as overtime. A workweek begins each Saturday at 12:00 a.m. for employees on a 5/8 schedule. Other workweeks may be established for employees working a 4/10 or 9/80 schedule (flexible schedules).
- 49.5.2 Compensation for hours in excess of 20 for the work week will be paid at a rate one and one-half times the employee's regular rate of pay. Employees who work a flexible work schedule will be paid overtime/compensatory time in accordance with their established flexible work schedule.
- 49.5.3 Use of compensatory time off must be approved in advance by the appropriate supervisor

and division director. Approval of compensatory time off will be subject to District staffing needs.

49.5.4 Employees may not accumulate more than twenty (20) hours of compensatory time off. Employees will be compensated for any remaining accumulated compensatory time off at the time of separation from District service.

49.5.5 Employees will be notified of the FLSA exempt or non-exempt status of the positions to which they are appointed at the time of appointment. The notification can be located on the position description or job description.

49.6 Overtime will apply only to non-exempt employees on the Salary and Classification Schedule.

49.7 *Exempt Employees*

49.7.1 Employees determined to be exempt from the overtime provisions of the federal Fair Labor Standards Act may have to work hours beyond their normal schedules as work demands require. Such employees serve in positions designated as FLSA exempt because of the position's executive, administrative, or professional status. No overtime or compensatory time compensation will be paid to FLSA exempt employees.

49.7.2 Employees determined to be exempt from the overtime provisions of the federal Fair Labor Standards Act will use available vacation, sick, or bank hours to cover full-day absences. Absences of less than four hours do not need to be tracked for the purposes of payroll. Exempt employees are not required to use leave banks to cover absences of four hours or less. Non-managerial exempt employees must receive permission to leave work before the end of their shift.

49.8 *Callback Pay*

49.8.1 Callback pay is compensation earned for returning to duty in emergency situations requiring immediate attention. Where the division director or designee feels that it is necessary to call back a non-exempt employee of the division, the employee will be paid overtime on a one and one-half (1 1/2) times their hourly rate of pay if the callback hours result in the employee working more than forty (40) hours in the workweek. The employee will be paid a minimum of three (3) hours regardless of having worked less than three (3) hours. However, in the event that the period of callback extends into the employee's normal working shift, the employee will be paid only for the time actually worked in addition to the normal working shift. If the period of callback exceeds three (3) hours, the employee will be paid for the amount of time actually worked. Time spent driving to and returning from the call back assignment shall be included in time worked. Callback hours paid but not worked are not considered hours worked in the computation of overtime.

49.8.2 A non-exempt 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 will not be entitled to any additional overtime pay unless the aggregate time worked for both occurrences exceeded three (3) hours. In such a case, the employee will be paid the aggregate time worked. In the event an employee is called out a second time after the expiration of three (3) hours from the first call out, the employee will be paid a minimum of three (3) hours for

each call out.

49.8.3 Non-exempt employees who are called back on a holiday will be paid at the rate of one and one-half (1 1/2) times their hourly rate of pay for all hours worked in addition to holiday pay at the employee's hourly rate of pay. Exempt employees who are required to work at least four hours on a holiday will receive eight (8) hours of holiday bank time that must be used within ninety (90) days of earning the holiday bank time. Holiday bank hours will never be paid out to an employee.

49.9 *Standby Duty*

49.9.1 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.

49.9.2 Non-exempt employees shall be duly compensated for accepting standby duty assignments.

49.9.2.1 Standby duty pay: Non-exempt 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.

49.9.2.2 Telephone pay: Non-exempt employees on standby duty shall receive telephone pay in 15-minute increments up to a maximum of sixty (60) minutes for each hour.

49.9.2.3 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.

49.9.2.4 A non-exempt 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 accordance with 49.9.2.2 above.

50 **Out of Class Pay**

50.1 When a regular employee is assigned in writing to work on a temporary basis in a higher classification for five (5) or more consecutive working days, the employee shall be paid at the lowest step equal to at least 5% above the employee's regular hourly rate of pay for the entire period. Such assignment must be approved in writing by the section manager and division director in advance and shall be given to the employee at the time of assignment. Emergency assignments must be confirmed in writing within one business day of the assignment by the Section Manager and Division Director. Managers will not rotate/change out of class assignments of three (3) days or more in order to avoid out of class pay.

50.2 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.

51 Shift Differential

- 51.1 Shift differential is defined as the amount of compensation paid to an employee in addition to the employee's normal 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 20 consecutive business days. Any employee working a regularly scheduled shift that begins prior to 4:00 a.m. or ends later than 9:00 p.m. must be paid a shift differential equal to one dollar (\$1.00) per hour for the entire shift.

52 Longevity Pay

- 52.1 Employees, at all levels, hired after June 30, 2019 are not eligible for longevity pay. Employees hired after June 30, 2014 will be eligible for Longevity Pay after completion of 7 years (14,560 hours). For all other employees, after completion of five (5) years (10400 hours) of accredited service with the District, an employee is eligible for longevity pay.
- 52.2 Longevity pay will be paid on a semi-annual basis on or about June 1st and December 1st of each year.
- 52.3 For employees hired before June 30th, 2019, Longevity Pay will be calculated on the basis of \$110 for each year of service.
- 52.4 Entitlement to the full amount of any semi-annual installment of longevity pay is based upon full-time employment with the District for the immediately preceding six (6) month period. Unless otherwise approved by the District Health Officer, Longevity Pay, upon separation, will be prorated commensurate with actual hours worked.
- 52.5 Longevity Pay shall be issued to employees upon separation of employment on a pro-rated basis.

53 Medical Insurance

- 53.1 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).
- 53.2 The District and the SEIU have each appointed three members to a Health Insurance Study Committee. 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.
- 53.3 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.
- 53.4 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.

- 53.5 The District shall fund the health insurance program on a per employee per month basis as shown in the tables below. Any difference between the cost of the insurance and the amount funded by the District shall be paid by the employee. Effective July 1, 2011, the District shall only pay the actual cost of the insurance plan chosen by the employee OR the maximum of the amount shown in Table One.

| Plan | Employee Only | Employee and Spouse | Employee and Children | Employee and Family |
|-------------|------------------------|----------------------------|------------------------------|----------------------------|
| PPO | 100% of premium | 788 | 788 | 988 |
| HMO | 100% of premium | 788 | 788 | 988 |

- 53.6 Dependents of District employees shall include domestic partners, where permitted by the terms of the plan, including any amendments thereto.

54 Retirement Plan

- 54.1 All employees of the District employed in positions considered to be half time or more, according to the full-time work schedule established by the District, will be included in the Public Employees Retirement System of Nevada in accordance with Nevada Revised Statutes 286 and the Official Policies of the Public Employees Retirement System.
- 54.2 The District paid the employee's portion of the standard retirement contribution and any increases to the Public Employees' Retirement System (PERS) under the rules of the system through January 23, 2012. 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.
- 54.3 The term "standard retirement contribution" does not include any payment for the purpose of previous credit service on behalf of the employee.

55 Holidays

- 55.1 The District observes the following paid eight (8) hour holidays:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)

Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Nevada Day (Last Friday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving (fourth Friday in November)
Christmas Eve (December 24)
Christmas Day (December 25)
Floating Holiday

The District will observe as a holiday any day that the District is required by state law to close for a legal holiday.

- 55.2 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 eight (8) hour workday off in that work week as their paid holiday.
- 55.3 Employees on an approved adjusted work schedule (AWS) with shifts in excess of eight hours will be charged with the appropriate number of vacation hours for each holiday that occurs on a scheduled work day that the employee does not work. (Example – an employee working 4/10's will be charged two (2) hours of vacation time for each holiday in order to assure a paid 40-hour work week.)
- 55.4 Employees shall be entitled to one (1) floating holiday per calendar year which will be credited January 1st of each calendar year. Use of the floating holiday must be scheduled in advance in accordance with leave policies. Floating holidays must be used within the calendar year in which the holiday is earned. Eligibility for the floating holiday begins after completion of ninety (90) consecutive days of employment.
- 55.5 Employees working nineteen (19) hours or less per week will not be compensated for holidays on which they do not work. When required to work on holidays, these employees will be compensated at their regular rate. Employees working twenty (20) hours or more shall have holiday time prorated on a paid basis based on their normal weekly scheduled hours.
- 55.6 Any employee scheduled to work or called back on a holiday will be paid holiday in addition to overtime or compensatory time earned in pursuant to Section 49: Overtime.
- 55.7 Any accrued holiday bank hours will be paid upon termination of employment.

56 Vacation Leave

Unless otherwise provided in any MPlan, vacation leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Managers and members of the Leadership team will earn vacation as outlined in the Management Plan ("M" Plan).

- 56.1 Employees shall be eligible to take vacation leave after completion of six (6) months of continuous full or half-time service.
- 56.2 Vacation leave shall accrue from the date of employment to employees, except those employed hourly or on a temporary appointment basis.
- 56.3 Accrual of vacation leave: 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:

56.3.1 Accrual Rate

| | |
|-------------------|--|
| 0 to 1 years | 80 Hours per annum (.03846 hours per paid hour) |
| 1 to 8 years | 120 Hours per annum (.05769 hours per paid hour) |
| 8 to 13 years | 144 Hours per annum (.06923 hours per paid hour) |
| 13 years and over | 160 Hours per annum (.07692 hours per paid hour) |

- 56.3.2 All accumulations will be computed on the basis of paid hours of actual service, excluding overtime. Part-time employees working regularly twenty (20) hours or more per week shall earn vacation leave on a prorated basis. Unpaid hours shall not be used to compute vacation accruals.
- 56.4 Use of vacation leave: Vacation leave may only be taken with approval of the District Health Officer, division director, or program manager. District staffing needs are to take precedence. Subject to such priorities, granting of vacation leave shall not be unreasonably withheld. Absences not specifically covered by the provisions of this Code may be chargeable to vacation leave after approval of the division director or section manager, to the extent that vacation leave has been accrued.
 - 56.4.1 An employee may request vacation leave 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.
 - 56.4.2 An employee desiring to use accrued vacation leave may request approval at any time. Leave requests should be submitted in person to the employee's supervisor.
- 56.5 Vacation leave carry over between calendar years: Vacation credit may not be accumulated at the beginning of any calendar year to exceed twice the employee's vacation allocation – maximum accumulation is as follows:

Years of Service – Maximum Accumulation

| | |
|-------------------|-------------|
| 0 – 1 year | – 160 hours |
| 1 to 8 years | – 240 hours |
| 8 – 13 years | – 288 hours |
| 13 years and over | – 320 hours |

56.5.1 Amounts in excess of the above schedule at the beginning of any calendar year shall be forfeited, or, with the employee's written approval, may be donated to the catastrophic leave bank. Exceptions to the above will be only with the District Health Officer's approval in writing.

56.5.2 Vacation Buy-Back

Upon written request and subject to the following conditions, employees may be paid for earned but unused vacation not to exceed a maximum request of eighty (80) hours. To be eligible, employees must have a minimum of eighty (80) hours of earned unused vacation hours remaining after the buy-back. The rate of pay will be the same as what is received, if the employee were to work his/her regular shift.

An employee can buy back a forty (40) or an eighty (80) hour increment once a year. Employees must have taken at least five (5) vacation days of leave that year. Employees must submit their request for buy back during the month of September with a deadline of October 1st of each year on a form provided by Human Resources. Buy-back vacation leave shall be paid on the first pay check of each November.

56.6 Payment for unused Vacation Leave:

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

56.6.2 Upon death of an 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 N.R.S. 281.155.

57 Sick Leave

57.1 Accumulation of Sick Leave: Sick leave shall accrue from the date of employment to one hundred twenty (120) months, an employee shall be entitled to one (1) day of sick leave for each month of full-time service. After completion of one hundred twenty (120) months, an employee shall be entitled to one and one-fourth (1 ¼) days of sick leave each month of full-time service, based on actual paid hours, excluding overtime. There is no limit on the amount of sick leave that can be accumulated. Part-time employees working regularly twenty (20) hours or more per week shall be granted sick leave on a prorated basis. Those employees employed on an hourly or temporary appointment basis will not be granted sick leave.

- 57.1.1 Accrual of sick leave: Southern Nevada Health District employees working on a full-time basis employed in the classified and exempt service shall earn credits on the following basis:
- 0 – 10 years: 96 Hours per annum
Over 10 years: 120 Hours per annum
- 57.1.2 All accumulations will be computed on the basis of hours of actual service, excluding overtime. Part-time employees working regularly twenty (20) hours or more per week shall earn sick leave on a prorated basis.
- 57.2 Authorized use of sick leave: Sick leave with pay can only be granted to an employee on approval of the District Health Officer or nominee for the following reasons:
- 57.2.1 Bonafide (defined as in good faith without fraud or deceit) injury, illness, or pregnancy of employee;
- 57.2.2 Bonafide illness of a member of the employee's immediate family and if residing with the employee, the immediate step children. Immediate family is defined as including only the employee's spouse, parent, brother, sister, child, adopted child, foster child or other legal dependents, including domestic partners properly registered in the State of Nevada;
- 57.2.3 Necessary medical or dental office visits which cannot be scheduled outside normal working hours;
- 57.2.4 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.
- 57.2.5 In the event an employee exhausts all sick leave and requires additional time off for purposes of bonafide sick leave, vacation leave pay shall be used, and upon exhaustion personal leave will be used. Employees shall have the option of using accrued compensatory time for sick leave purposes.
- 57.3 Certificate of illness: Whenever an absence exceeds three (3) working days or whenever requested by the supervisor, manager, division director, or the District Health Officer or designee, evidence in the form of a physician's certificate may be required as proof of adequacy of the reason for the employee's absence during the time which sick leave was requested or as a release of medical fitness to return to duty. 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. When an employee has been on sick leave status, a supervisor may require a medical clearance from the employee's private physician when the employee has been under the physician's care for a medical condition that may interfere in any way with job performance or work assignments, to return to work.
- 57.4 A person claiming sick leave with pay, and any supervisor approving the same, where it is shown that such claim was made or approved by such claimant or supervisor, knowing that such claimant was not, in fact, sick or otherwise entitled thereto, shall be subject to disciplinary action up to and including termination.
- 57.5 Payment of Unused Sick Leave
- 57.5.1 Pay-off at separation: If an employee leaves the service of the District after one (1) years of employment, the employee shall receive payment for 100% of sick leave accumulated for the first 800 hours accumulated; 50% of sick leave accumulated from 801 hours through

1600 hours and 25% of sick leave accumulated over 1600 hours. Employees hired after June 30, 2014 will receive full pay for a maximum of 800 hours at the time of separation of employment. Payment shall be based on the employee's base hourly wage at time of separation.

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

58 Donated Leave

58.1 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.

58.2 Leave Bank

Bereavement: In the event of the death of a person close to the employee for the purposes of bereavement and attending services, he/she may apply for up to forty (40) hours of donated leave. The district reserves the right to request proof of death.

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.

If the original request for donated leave is denied, the employee may request an appeal through the appeals committee. A five-member appeals committee comprised of three (3) members appointed by the Union, and two (2) members appointed by the 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.

58.3 Donation to designated employee

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.

The District will advise the union, in writing, of any request by a union-eligible employee for donated leave.

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.

Any donated leave not utilized by a designated employee for the purpose originally intended will be returned to the donating employee.

58.4 Donations can be made from the donor's accrued:

Vacation Leave and/or Personal Holiday time

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.

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.

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.

The Union will conduct the solicitation of donations and will be limited to an information only solicitation. All donations will be submitted to the Union and human resources on a form agreed to by the Donated Leave Committee. Human resources will maintain appropriate records available to the Donated Leave Committee detailing time donated, the converted dollar value available and the projected and actual cost of all approved grants.

58.5 Eligible Employees

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.

Employees with a work-related workers' compensation claim are not eligible for the Donated Leave Bank Program.

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.

58.6 Donated Leave Bank Program: illness/injury is defined as an illness or injury that requires home bound care pursuant to the Center for Medicare and Medicaid Services (CMS) in-patient care standards at a medical facility or has a diagnosis and/or is in treatment that requires absence from work according to the provisions of FMLA, and/or extended medical leave with documentation from the treating physician. The illness or accident cannot be a result of an illegal act by the employee.

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.

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.

59 Leaves of Absence Without Pay

- 59.1 Division directors and/or the District Health Officer may grant leaves of absence to regular employees when such leave is in the best interest of the employee and the District. A leave of absence may be granted only to an employee who desires to return to District service and who at the time the leave is granted has a satisfactory employment record. Unless specifically provided otherwise, all leaves of absence are available only on an unpaid basis.
- 59.2 Leaves of absence for thirty (30) days or less may be granted upon the approval of a division director. Leaves of absence over thirty (30) working days require the approval of the District Health Officer and are limited to a maximum of 120 days.
- 59.3 The District will not grant any credit for longevity pay, seniority, vacation, sick leave, or retirement when any employee is on leave of absence without pay. The District does not pay premiums for medical insurance coverage for employees on leaves of absence. Employees will have to meet the terms and conditions of the insurance plan to maintain coverage while on a leave of absence.
- 59.4 Leaves of absence may not be granted for medical reasons until all sick leave and accrued vacation have been exhausted. Leaves of absence may not be granted for non-medical reasons until all accrued paid leave time has been exhausted (vacation leave, compensatory time, and personal holiday).
- 59.5 It is the employee's responsibility to provide to the employee's immediate supervisor division director and the Human Resources Director all of the following information in writing with the request for a leave of absence:
- 59.5.1 The reason the leave of absence is being requested.
- 59.5.2 The anticipated dates the leave of absence will begin and end.
- 59.5.3 A physician's certificate or other medical proof acceptable to the District indicating the nature of the disability if the leave is for medical reasons.
- In addition, during the leave of absence, the employee must provide:
- 59.5.4 Written periodic updates to the employee's supervisor and/or division director at least every thirty (30) days concerning the employee's status, expected date of return, and continued intent to return to work upon expiration of the leave. This update shall be forwarded to Human Resources for placement in the employee's personnel file.
- 59.5.5 Immediate notification of the employee's supervisor or division director of a request to change the duration of the leave of absence.
- 59.6 If an employee desires a leave of absence for elective medical procedures, the request should be submitted at least two (2) weeks prior to the date the employee wishes such leave to commence.
- 59.7 Returning from Leave of Absence (other than approved leave under the Family and Medical Leave Act (FMLA))

- 59.7.1 Employees returning from a leave of absence will be reinstated without loss of seniority earned prior to the commencement of their leave; however, the anniversary date and annual performance evaluation period will be adjusted to reflect the leave of absence.
- 59.7.2 When an employee is placed on a leave of absence, an effort will be made to hold the assigned position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open and it is not possible to guarantee reinstatement.
- 59.7.3 If an employee's former position is unavailable upon returning from an approved leave, every effort will be made to place the employee in a comparable position for which the employee qualifies. If such a position is not available, the employee will be offered the next suitable position for which the employee is qualified that becomes available. If no position is available for which employee is qualified, employment will be separated.
- 59.7.4 An employee who does not accept the position offered will be considered to have voluntarily terminated employment, effective the day such refusal is made.

60 Medical Leave for Work-Related Disabilities - Workers Compensation

60.1 Injury and Illness Reporting

- 60.1.1 Any work-related injury or illness which does or does not require medical treatment shall be reported in writing by completion of the SNHD incident report or other report required by SNHD to the appropriate immediate supervisor by any injured or ill employee as soon as physically possible.

60.2 Any work-related automobile or equipment accident which does or does not result in any injury or property damage shall be reported to the appropriate immediate supervisor by any accident-involved employee as soon as physically possible.

60.3 Any employee suffering any work-related injury or illness which requires immediate or continued medical treatment shall immediately seek such treatment from the district's worker's compensation insurance approved physician or medical facility network in accordance with established Workers Compensation Procedures. District employees shall be covered by the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616) and the Nevada Occupational Diseases Act (NRS Chapter 617).

60.4 Occupational Injury/Illness Leave of Absence

60.4.1 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 616 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 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.

60.4.2 Communication During Leave of Absence

The employee will maintain ongoing communications 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.

60.4.3 Duration of Leave of Absence

60.4.3.1 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.

60.4.3.2 The District may require the employee to be available for light duty work assignments.

60.5 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.

61 Family and Medical Leave Act (FMLA)

61.1 The District complies with all its obligations under the Family Medical Leave Act of 1993 as described under the Code of Federal Regulations, Title 29, Part 825 (29CFR825). FMLA provides eligible employees with unpaid job protection for qualifying events as listed in sections 87.3 and 87.4.

61.2 Employees shall not be required to use FMLA leave for absences that do not meet the "serious health condition" criteria as outlined in FMLA regulations. Examples of absences not meeting the "serious health condition" criteria may include:

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

- 61.2.2 Minor Injuries that require no more than minor first aid;
- 61.2.3 Attending to a family member with a minor illness as permitted under the sick leave provision of this contract;
- 61.2.4 Doctor and dentist visits that are not related to FMLA leave used in the past 12 months.
- 61.3 Eligibility: Employees who have been employed by the District for a total of 12 months and worked for the employer at least 1,250 hours during the preceding 12-month period and are employed at a work site where 50 or more employees work for the employer within 75-surface miles of that work site are eligible for FMLA leave. When the 1,250 hours are calculated, the hours an employee was on leave, even if that leave was paid, do not count toward the 1,250 hours worked. However, an employee who has a military service obligation must be credited with the hours of service that would have been performed, but for the period of military service. The required 12 months of employment does not have to be consecutive. There may be a break in service as long as it does not exceed seven years. There is an exception to the seven-year condition for USERRA-covered military service or written agreements. All employees meeting the above qualifications qualify for FMLA, regardless of their seasonal, temporary, etc., status.
- 61.4 Compensation During Leave: FMLA leave will be unpaid leave unless the employee has accrued paid leave and is otherwise eligible to use the leave. An employee on FMLA leave must use all of his/her accrued paid annual leave, sick leave (if it qualifies under employer's sick leave use requirements), and personal time off concurrently with FMLA leave. (See the applicable collective bargaining agreement for alternate provisions which may apply.) When substituting accrued paid leave, the employee must comply with the employer's procedural requirements, terms, and conditions of the paid leave policy as appropriate; the remainder of the leave period will then consist of unpaid FMLA leave. Employees must be made aware that they are required to use sick, annual, and personal leave as appropriate, in the rights and responsibilities notice Form WH-381: Notice of Eligibility and Rights & Responsibilities.
- 61.5 Intermittent or Reduced Schedule Leave: When medically necessary (as distinguished from voluntary treatments and procedures) or for any qualifying exigency or caregiver leave, leave may be taken on an intermittent or reduced schedule basis. Leave for bonding with a healthy newborn or placement of a healthy child for adoption or foster care is not considered medically necessary and, therefore, may not be taken on a reduced schedule or intermittent basis unless agreed to by the Health District. Employees needing intermittent leave or reduced schedule leave must make a reasonable effort to schedule their leave so as not to unduly disrupt the Health District's operations. If the leave is foreseeable, the Health District may require an employee on intermittent leave or reduced schedule leave to temporarily transfer to an available alternative position for which the employee is qualified if the position has equivalent pay and benefits and better accommodates the employee's intermittent or reduced schedule leave. Intermittent leave and reduced schedule leave reduce the 12-week entitlement only by the actual time used. When an employee who was transferred, no longer needs intermittent or reduced schedule leave, the employee must be placed in the same or equivalent position held prior to when the leave commenced.

61.6 Duration of and Reasons for Leave

61.6.1 Duration of Leave: Any eligible employee, as defined above, may be granted a total of 12 weeks of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period (see exception for *Military Caregiver Leave* section below). This period is measured backward from the date an employee uses any FMLA leave. A “week” is defined as a calendar week, regardless of the number of days the employee normally works. Twelve weeks does not entitle a part-time employee working three days a week to 60 leave days, but rather 12 weeks.

61.6.2 Reasons for Leave: FMLA may be granted for the following reasons:

- 61.6.2.1 The birth of the employee’s child and in order to care for the newborn child;
- 61.6.2.2 The placement of a child with the employee for adoption or foster care;
- 61.6.2.3 To care for the employee’s spouse, child, or parent who has a serious health condition;
- 61.6.2.4 An employee’s own serious health condition that prevents the employee from performing one or more of the essential functions of his/her job. Serious health conditions may include conditions resulting from job-related injuries and/or illnesses, including time an employee is receiving lost time compensation; or
- 61.6.2.5 Due to a qualifying exigency arising when an employee’s spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call to covered active duty.

61.7 Conditions for Leave

61.7.1 Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition of incapacity or treatment that involves:

- 61.7.1.2 Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility.
- 61.7.1.3 Continuing treatment by (or under the supervision of) a health care provider for a period of incapacity of more than three consecutive full calendar days, combined with at least two visits to a health care provider within 30 days of the first day of incapacity or one visit to a health care provider requiring a regimen of continuing treatment; e.g., prescription medication.

61.7.2 Exigency Leave:

- 61.7.2.1 Short-term notice deployment (deployment in seven or less calendar days)
- 61.7.2.2 Military events and activities

- 61.7.2.3 Childcare and school activities
- 61.7.2.4 Family support or assistance programs
- 61.7.2.5 Financial and legal arrangements
- 61.7.2.6 Counseling
- 61.7.2.7 Servicemember's rest and recuperation leave (limited to 15 calendar days for each instance)
- 61.7.2.8 Post-deployment activities
- 61.7.2.9 Parental leave for the spouse, son, daughter, or parent of a military member to care for the military member's parent who is incapable of self-care.
- 61.7.2.10 Additional activities arising out of active duty that the employer and employee agree upon.

61.7.3 Covered Active Duty:

- 61.7.3.1 In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
- 61.7.3.2 In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

61.7.4 Limitation of Leave:

- 61.7.4.1 The entitlement to FMLA leave for the birth or placement of a child for adoption or foster care will expire 12 months from the date of the birth or placement. If both an employee and his/her spouse are employed by the employer, their combined time off may not exceed 12 weeks during any 12-month period for the birth, adoption, or foster care of a child, or care of a parent with a serious health condition. Each spouse is, however, eligible for the full 12 weeks within a 12-month period for his/her own serious health condition, or to care for a son, daughter, or spouse with a serious health condition.
- 61.7.4.2 Employees may not take more than a combined total of 12 weeks in a 12-month period for all FMLA qualifying reasons listed in "Reasons for Leave above.

61.7.5 Military Caregiver Leave:

- 61.7.5.1 An eligible employee, as defined in "Eligibility," may be granted a total of 26 weeks of unpaid FMLA leave (which shall run concurrent with paid leave) during a 12-month period to provide caregiver leave for a seriously

ill or injured covered servicemember or veteran who is the employee's spouse, son, daughter, parent, or next of kin. This period is always measured forward from the date an employee takes FMLA leave to care for the covered servicemember or veteran and ends 12 months after that date.

61.7.6 The Covered Servicemember under the Military Caregiver leave must be:

- 61.7.6.1 A current member of the Armed Forces (including a member of the National Guard or Reserves), who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness that:
- 61.7.6.2 Was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces, or
- 61.7.6.3 Existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and
- 61.7.6.4 May render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

61.7.7 A covered veteran is an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period* prior to the first date the eligible employee takes FMLA leave to care for the covered veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

- 61.7.7.1 A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
- 61.7.7.2 A physical or mental condition for which the covered veteran has received a U.S. Department of Veteran Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
- 61.7.7.3 A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

61.7.7.4 An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

*The period between 10/28/09 and 3/8/13 is excluded in the determination of the five-year period.

61.7.8 Limitations of Leave: Employees cannot take more than a combined total of 26 weeks for military caregiver leave or because of other FMLA qualifying reasons as provided in “Reasons for Leave.” A husband and wife both working for the same employer are limited to a combined total of 26 weeks of FMLA military caregiver leave.

61.8 Notice of Leave:

61.8.1 An employee intending to take FMLA leave because of an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or family member, or the planned medical treatment for serious illness or injury of a covered servicemember shall provide notice for such leave at least 30 days before the leave is to begin. If a requested leave will begin in less than 30 days, the employee must give notice to his/her immediate supervisor as soon as the necessity for the leave is known. Reasonable advance notice is required for all leaves, even if the event necessitating the leave is not foreseeable. If an employee gives less than 30 days’ notice, the employer may require an explanation. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable.

61.8.2 Within five business days (absent extenuating circumstances) of receiving notice that: 1) an employee requests to use FMLA leave, or 2) the Health District acquires knowledge that a leave may be for a FMLA-qualifying reason, the Health District will complete Form WH-381 Notice of Eligibility and Rights and Responsibilities. Completion of this form will designate if an employee is eligible for FMLA or if an employee is not eligible, the reason(s) why s/he is not eligible. The form will designate if the employee is required to obtain certification related to medical conditions and/or required family relationships. The Health District may require the use of FMLA leave for any absence which would otherwise qualify as FMLA leave, even if no formal application for such leave was made by the employee, provided notice is given to the employee.

61.9 Certification of Leave

61.9.1 Certification Forms

61.9.1.1 Serious Health Condition

A request for leave based on the serious health condition of the employee or the employee’s spouse, child, or parent must be supported by completion of Form WH-380-E-Certification of Health Care Provider for Employee’s Serious Health Condition or Form WH-380-F -Certification of Health Care Provider for Family Member’s Serious Health Condition completed by the health care provider. (Note: Attach the employee’s current job description to Form 380-E when it is sent to the employee’s health care provider.)

The Certification of Health Care Provider form must be completed and returned by the employee within 15 calendar days, absent extenuating circumstances.

61.9.1.3 Exigency Leave

Employees requesting FMLA leave for qualifying exigency are required to complete Form WH-384 Certification of Qualifying Exigency for Military Family Leave and provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status.

61.9.1.4 Caregiver Leave

Employees requesting FMLA leave for military caregiver leave are required to complete Form WH-385 Certification of Serious Injury or Illness of Covered Service Member for Military Family Leave or Form WH-385-V Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave within 15 calendar days, absent extenuating circumstances. Employees may also submit invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at his/her bedside in lieu of forms WH-385 or WH-385-V.

61.9.2 Incomplete or Insufficient Certification (Cure Period)

If a certification is incomplete or insufficient, the employee will be given seven calendar days (unless not practicable under the circumstances despite the employee's diligent good faith efforts) to cure any such deficiency. If the deficiencies specified by the Health District are not cured in the resubmitted certification, the employer may deny the taking of FMLA leave. A certification that is not returned to the employer is not considered incomplete or insufficient but constitutes a failure to provide certification.

61.9.3 Clarification or Authentication of Certification

The Health District may contact the employee's health care provider for the purpose of clarification or authentication after giving the employee an opportunity to clarify specific discrepancies. Only a Human Resources representative may contact the health care provider.

61.9.4 Second or Third Opinions

If the Health District questions the validity of the certification, the Health District may require, at its expense, the employee obtain a second opinion from a health care provider designated by the Health District. If the second opinion conflicts with the original opinion, the Health District may require, at its expense, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Health District and the employee. This third opinion will be considered final and binding on both parties.

Second and third opinions are not permitted for leave to care for a covered servicemember when the certification has been completed by a Department of Defense or

Department of Veterans Affairs health care provider. However, second and third opinions are permitted when the certification has been completed by other health care providers as provided for by law.

Second and third opinions are not allowed on a fitness-for-duty certification.

61.9.5 Recertification

In instances where the minimum duration of leave anticipated by the original certification is more than 30 days, the Health District may require the employee to recertify that the original medical condition still exists. Such requests can be made no more frequently than the minimum duration of the leave requested (e.g., 40 days) or once every six months in connection with an absence.

In situations in which the minimum duration of leave anticipated by the original certification is less than 30 days, the Health District may request recertification if the employee requests an extension of leave, the circumstances described by the original certification have changed significantly, or the Health District receives information casting doubt upon the continuing validity of the certification.

Recertifications are not permitted for leave to care for a covered servicemember.

61.9.6 Annual Medical Certification

The Health District may require the employee to provide new medical certification, not recertification, for his/her first FMLA-related absence in a new 12-month leave year.

61.10 Designation Notice

Within five business days (absent extenuating circumstances) of receipt of all required information, the Health District will make a determination on whether the employee's request for leave is for an FMLA-qualifying reason. The Health District will complete Form WH-382 Designation Notice indicating if leave is approved or not and provide to employee.

If the employer cannot make a determination from the information provided, they will use this form to:

61.10.1 Indicate the information presented is incomplete or insufficient and provide the employee seven calendar days to provide complete information (cure period).

61.10.2 Provide notice to an employee if a second or third medical certification is required.

61.10.3 The Health District may also use this form to designate a fitness-for-duty certificate which will be required prior to returning to work.

61.11 Benefits Coverage During Leave

During a period of FMLA leave, an employee will be retained on the employer's health plan under the same conditions that would apply if the employee was not on FMLA leave. To

continue health coverage, the employee must continue to make any contributions that s/he would otherwise be required to make. Failure of the employee to pay his/her share of the health insurance premium may result in loss of coverage.

If the employee fails to return to work after the expiration of the FMLA leave, the employee may be required to reimburse the employer for payment of health insurance premiums during the leave, unless the reason the employee cannot return is due to circumstances beyond the employee's control. The definition of "beyond the employee's control" includes a large variety of situations such as: the employee being subject to layoff; continuation, recurrence, or the onset of an FMLA-qualifying event; or the employee's spouse's unexpected worksite relocation of more than 75 miles from the current worksite.

An employee is not entitled to the accrual of any seniority or employment benefits during any unpaid leave. An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date the leave began and will be entitled to any unconditional pay increase, such as cost of living increase granted to all employees during the FMLA leave period.

61.12 Outside Employment

An employee is prohibited from engaging in outside employment during an FMLA absence if the job conflicts with the reason the employee is on FMLA leave; e.g., an employee is on FMLA leave due to a back injury and works a job requiring heavy lifting. All other requirements of the District's Outside Employment policy apply.

61.13 Periodic Reporting

Any employee on FMLA leave must notify the Health District periodically of his/her status and intention to return to work. The Health District has the authority to determine how often the employee must provide this notification.

61.14 Change in Duration of Leave

61.14.1 Return Prior to Expiration

If an employee wishes to return to work prior to the expiration of the approved FMLA leave period, s/he must notify the supervisor within two business days prior to the employee's planned return. Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness-for-duty certification.

61.14.2 Request an Extension of Leave

An employee who requests an extension of FMLA leave due to the continuation of a

qualifying exigency, care for servicemember, continuation, recurrence, or onset of his/her own serious health condition, or of the serious health condition of the employee's spouse, child, or parent, must submit a request for an extension, in writing, to the Health District. This written request should be made as soon as the employee realizes that s/he will not be able to return at the expiration of the leave period. Any additional time requested beyond the FMLA 12-week period (or 26-week period for caregiver leave) will not be considered as FMLA. Rather, such time, if approved by the Health District, will be characterized as either paid or unpaid leave, thereby ending the Health District's reinstatement obligations included in the *Return from Leave* section. (See the applicable collective bargaining agreement for alternate provisions which may apply.)

61.15 Return from Leave

Upon returning to work, an employee on FMLA leave will be restored to his/her most recent position or to a position with equivalent pay, benefits, and other terms and conditions of employment. The Health District cannot guarantee that an employee will be returned to his/her original position. The Health District will determine whether a position is an "equivalent position" as defined by FMLA. Employee's right to restoration, however, ceases at the end of the applicable 12-month FMLA leave year.

Employees may be required to provide a fitness-for-duty certification (if indicated on the designation notice) specifically addressing the employee's ability to perform the essential functions of his/her job, prior to returning to work if the FMLA leave of absence was due to the employee's own serious health condition. Employees required to present a fitness-for-duty certification may be delayed in restoration to employment until certification is provided. Second and third opinions are not allowed on a fitness for duty certification.

Key employees may be denied job restoration if such denial is necessary to prevent substantial and grievous economic injury to the operations of **employer** and the employee was given written notice s/he was considered a key employee at the time s/he gave notice of FMLA leave or when the leave commenced.

61.16 Failure to Return from Leave

Failure of an employee to return to work upon the expiration of an FMLA leave of absence will subject the employee to disciplinary action, up to and including termination, unless the employer has granted an additional (paid or unpaid) extension. (Note: Refer to employer's other leave policies.) Nothing in this policy limits employer's obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

62 Extended Medical Leave

- 62.1 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.

62.2 Eligibility

The following criteria must be met:

- 62.2.1 The employee must have been employed for SNHD as a full or part-time employee for a minimum of five (5) consecutive years.
- 62.2.2 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. Military
- 62.2.3 The employee must have submitted for and been approved to take Consecutive Family Medical Leave (FMLA).
- 62.2.4 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.

62.3 Additional Considerations:

- 62.3.1 The employee may or may not have sufficient vacation or sick leave to cover the extended medical leave period.
- 62.3.2 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 the Donated Leave Section.
- 62.3.3 If the employee is on unpaid leave, he/she will be responsible for submitting their entire monthly benefit payments to the Human Resource Department.
- 62.3.4 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.

63 Military Leave

If a District full-time employee leaves the District for active military service in the United States Army Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Air Force Reserve, the United States Coast Guard Reserve, or the Nevada National Guard, the employee is considered to be on military service leave of absence. The employee will continue to receive regular compensation from the District for a period not to exceed fifteen (15) working days in any one (1) calendar year. This absence will not be a part of the employee's annual vacation. The employee is also entitled to reinstatement upon completion of military service in accordance with applicable law.

63.1 Participation in Training, Active Service or Duty, or Other Required Meetings

As provided in NRS 412.139, the Health District may not terminate a member of the Nevada National Guard or National Guard of another state who is employed in this state because the member: assembles for training, participates in field training, is ordered to active service, or

otherwise meets as required.

64 Jury Duty, Witness Leave, and Voting Leave

- 64.1 It is the policy of the District to enable employees to fulfill their civic obligations. An employee called to jury duty must notify the appropriate supervisor immediately so appropriate arrangements can be made for the time off required.
- 64.2 Regular full-time employees called to serve on jury duty during normal working hours will be paid their regular wages while on jury duty, provided that all jury pay is returned to the District. Employees called but not selected to serve on the jury, and those employees dismissed after serving on jury duty shall report to work when excused if prior to the normal ending time for the day.
- 64.3 The employee's base rate of pay shall be limited to compensation for court and travel time which occurs during the employee's regularly scheduled hours of work. Court leave will not result in payment of overtime or be considered as hours worked for purposes of determining eligibility for overtime, unless the court leave is related to the employee's job responsibilities.
- 64.4 An employee who is required by law to appear in court to testify as a witness in a job-related court case will receive regular pay for the hours absent for such purpose provided that all witness fees or pay is returned to the District.
- 64.5 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 are returned to the District. This section shall not apply to persons whose appearance in court is the result of their status as defendants in a criminal proceeding, personal civil matter, or to persons called or appearing as a party in civil proceedings unrelated to District business.
- 64.6 Employees other than those designated above will be provided time off for jury or witness duty in an unpaid status or employees may use vacation, compensatory or personal holiday time.
- 64.7 Late Start/Early Release
- 64.7.1 An employee who is serving as a witness and is not required to report to court until after the start of their work day or who is released from court before the end of his/her scheduled work day shall report to work for the hours which are not required for court duty or for related travel time.
- 64.7.2 Employees who are required to report to jury duty will not be required to work eight hours prior to reporting. If the employee's service last four hours or more, including time going and returning from court, the employee will not be required to work between 5 p.m. of the day of jury duty and 3 a.m. the following day per NRS 6.190.
- 64.8 Employees will be excused to vote in federal and state elections as follows:

| | | | |
|--|-----------------|------------|-----------|
| Miles of voting place from work location | 2 miles or less | 2-10 miles | >10 miles |
| Paid Voting Leave Hours | One (1) | Two (2) | Three |

Employees who need to be excused from work to vote must notify their supervisor at least one week in advance. The District reserves the right to determine the hours the employee will be excused from work to vote.

65 Leave for Parents of Children Enrolled in School

For employers with 50 or more employees employed for 20 or more calendar weeks per year, those employees who are parents of children enrolled in public or private school (K-12) are entitled to four hours of unpaid leave, per school year, for each child enrolled in school. The employee may use the entitled leave time to:

- 65.0.1 Attend parent-teacher conferences;
- 65.0.2 Attend school-related activities during regular school hours;
- 65.0.3 Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and
- 65.0.4 Attend school-sponsored events.

The time for the leave must be mutually agreed upon by the employee and the **employer**. The employee must request the leave in writing at least five school days prior to the date on which the leave is to be taken. The employee may also be required to furnish documentation demonstrating that s/he was present at the school activity for which the leave was provided.

65.1 Retaliation

An employee shall not be retaliated against for utilizing the leave described in this section. Any employee who believes s/he has been retaliated against as a result of having taken leave under this section may file a claim with the Nevada Labor Commissioner. The District shall provide the employee with all of the forms necessary for the claim filing.

66 Nevada Pregnant Workers' Fairness Act Policy

It is the District's policy to comply proactively with the applicable employment provisions of discrimination laws, including the Federal Pregnancy Discrimination Act (PDA) and Nevada Pregnant Workers' Fairness Act under NRS 613.

The District is committed to provide reasonable accommodation whenever a female employee/applicant requests an accommodation for a condition of the employee relating to pregnancy, childbirth, or a related medical condition, provided that the individual is otherwise qualified to perform the essential functions of the assigned job, absent undue hardship. Related medical conditions include, without limitation, a physical or mental condition intrinsic to pregnancy or childbirth, including mastitis or other lactation-related medical condition, gestational diabetes, pregnancy-induced hypertension, preeclampsia, post-partum depression, loss or end of pregnancy, and recovery from loss or end of pregnancy.

67 Educational Leave

- 67.1 An employee of the District 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 the quality of service to the District or to satisfy minimum state license requirements.
- 67.2 Upon written application to the division director, a full-time regular 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 the 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 and which occur on its premises.
- 67.3 District staffing needs are to take precedence in the granting of educational leave.

68 Tuition Reimbursement

- 68.1 An eligible employee of the District may, with prior approval of the division director and Human Resources Director, be granted tuition reimbursement for courses taken to improve quality of service to the District in the employee's current classification or to facilitate upward movement within the District.
- 68.2 In order to be eligible for reimbursement, courses must be offered on a quarter or semester basis by an accredited college or university. Approved GED programs are also eligible for reimbursement. Such courses must be proven to be required for the employee's degree program as well as related to the employee's current or future service at the District.
- 68.3 In order to be eligible to be reimbursed, an employee must be a full-time regular employee of the District for at least one year.
- 68.4 An employee who applies for tuition reimbursement must agree to continue employment with the District for at least twenty-four (24) calendar months following reimbursement. If an employee fails to work for the District for the full twenty-four (24) months, the employee shall refund the District the full amount the District paid for the course(s) and book(s). This amount shall be debited from the employee's final District pay check.
- 68.5 Prior to approval of tuition reimbursement, an employee must have obtained the necessary approval to take the course as well as approval for any adjusted/flexible scheduling necessary.
- 68.6 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. Upon completion of the course, the employee must furnish proof of having achieved a passing grade of B or higher, as well as proof, in the form of original receipts, of having paid the tuition.
- 68.7 Approved tuition reimbursement will be paid up to twice the per credit hour cost of undergraduate credit hours at the University of Nevada, Las Vegas. Textbooks required for the course will be eligible for reimbursement only with submittal of receipt(s). Required book costs are reimbursable to one hundred dollars (\$100) per eligible course. All reimbursement is payable to a calendar year maximum of \$3,000 per employee. Successful completion of a GED program is reimbursable up to \$1500.

69 Deferred Compensation

The District shall maintain a Deferred Compensation program in accordance with all appropriate laws and regulations.

70 Employee Assistance Program

As part of our ongoing commitment to provide the employee and family with better health care options, the District has enhanced the benefits package with an employee assistance program. This program is offered at no charge and is available to all employees and dependents. The Health District understands that people, at times, can experience personal problems and situations which may impact job performance. This employee assistance program is a resource that can assist in balancing the demands of home and work.

71 Bilingual Pay

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

71.1.1 The employee's assigned duties require them to communicate in a second language, including sign language, a minimum of 15% of the time; and

71.1.2 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

71.1.3 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.

71.2 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.

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

70.3.1 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.

71.4 Bilingual testing will be scheduled by the District, no less than quarterly;

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

71.6 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.

- 71.7 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.
- 71.8 Nothing 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 may create classifications that include a requirement for a second language as operational needs or statutes dictate.

72 Use of Personal Vehicles and Out of Jurisdiction Travel

72.1 Personal Vehicles

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

72.1.2 Mileage for District purposes shall include:

71.1.2.1 Mileage driven during normal work hours on District business;

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

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

72.2 Employee Travel Out of Jurisdiction

72.2.1 All 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.

72.2.2 Travel hours will be hours worked when:

72.2.2.1 A non-exempt employee has a special 1-day work assignment in another city. All time spent traveling will be hours worked.

72.2.2.2 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.

- 72.3 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.
- 72.4 Unless otherwise mandated by other requirements, including grants and other funding sources, employees traveling on out-of-jurisdiction business shall receive food and incidentals at a per diem at the rate set by the General Services Administration for the city and dates on which the employee is traveling. An employee whose travel time status encompasses less than an eight (8) hour day shall receive a per diem at 75% of GSA.

73 Bereavement

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 sick or unused annual leave accruals if available. If unavailable, the employee may request leave without pay or donated leave. The District reserves the right to request proof of death.

DEFINITION OF TERMS

Terms used in these policies are defined as follows:

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

Adjusted Work Schedule (AWS) - A business work schedule 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 for purposes of serving a legitimate business need outside the standard work schedule and within a specific biweekly pay period.

Allocation - The assignment of an individual position to an appropriate class on the basis of the type, difficulty, and responsibility of the work performed in the position. As used in these personnel rules, employees are appointed to positions; positions are allocated to classes.

Anniversary Date - The date recurring yearly upon an employee's regular appointment to the current classification, this is the annual employee performance evaluation date.

Appointing Authority - The District Board of Health, who, having the authority legally to make appointments to positions in the District service, delegates this authority to the District Health Officer who may delegate to appropriate nominees.

Appointment - The employment of a person in an established class in a funded position.

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.

Callback Pay - Compensation earned for returning to duty after the employee has completed a regular shift, is off duty for any period of time, and is requested to return to duty with less than twelve (12) hours' notice.

Casual/Seasonal Labor - Persons provided by an outside agency to supplement the service needs of the District staff including but not limited to seasonal needs of limited duration and coverage during employee absences due to sick, annual, disability or other leave and leave without pay. Casual/seasonal labor will not be used to displace a full-time employee. Persons employed in this capacity are limited to less than 1040 hours within any twelve-month period.

Classification - The systematic process of grouping positions into classes based on the similarity of duties and responsibilities.

Class Specification - A written description of a class consisting of a title, a definition, examples of duties and minimum qualifications (knowledge, skills and abilities) required.

Classification Plan - All the classes which have been established, along with the rules for maintaining the plan and

the class specification.

Contract Grievance - A dispute raised by an employee, or the Union, concerning the interpretation or application of any provision in the collective bargaining agreement.

Day - Calendar day unless otherwise stated.

Demotion - Any movement of an employee to a position with a lower salary, or in a class having a lower maximum salary rate, excluding general salary adjustments.

Disciplinary Grievance - The appeals process for disputing a suspension, demotion or termination.

Division Director - The administrative head of a District operating division. Such employees are appointed by the District Health Officer with District Board of Health approval. Division directors are FSLA exempt.

Discharge or Dismissal - The involuntary separation of an employee from the service of the District.

District or Health District- Southern Nevada Health District

Eligibility List - An official list of eligibles for a class specification in the order of their final rating in a merit examination.

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

- A. **Grant Employee** - An employee occupying a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement and the Grant. The term of employment is subject to the continuance of grant funds.
- B. **Less Than 20 Hours Employee** - An employee working nineteen (19) hours or less per week. Less Than 20 Hours employees are not eligible for fringe benefits covered by this Agreement.
- C. **Part-Time Employee** - An employee working twenty (20) hours or more per week but less than forty (40) hours per week. Such employees accrue fringe benefits in the manner set forth in this Agreement.
- D. **Probationary Employee** - An employee who has not completed the six (6) month period and 1040 hours of employment required to attain status as a permanent, regular employee. Probationary employees are not covered by this Agreement. Hours worked during the probationary period shall be deemed actual service.
- E. **Regular Employee** - A permanent 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.
- F. **Temporary Employee** - An employee that may be selected from the appropriate list of eligible candidates to be employed for a period of less than six (6) months. Union-ineligible temporary employees may remain with the District for eighteen (18) months.

Examination - Any device or procedure used in the selection of employees for a position including, but not limited to, oral interviews, written tests, performance tests, evaluation of performance during probation, and an evaluation of education and experience.

Flex Reclass - A reclassification based on an employee attaining time in service, additional education or training necessary to meet the standards for the full journey level within a series. Flex reclassifications may be

recommended by the supervisor or manager after completion of probation.

Lateral Transfer - The movement of an employee from one section or division to another with the same classification and pay schedule.

Lay-off - The separation of an employee from District employment due to reorganization, the lack of work within the employee's class specification to be accomplished, or the lack of funds.

Leave - Authorized absence from an employee's place of work.

Merit System - An established procedure for administering rules and regulations of employment which insures that equity of practice prevails.

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

Overtime Pay - Additional compensation earned by an employee as provided by the Fair Labor Standards Act (FLSA) or the current labor contract

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

Probationary Appointment - The employment of a person in a regular position for a minimum six (6) month and 1040-hour period during which job performance is evaluated as the basis for consideration for permanent, regular appointment.

Probationary Period - A minimum six (6) month period during which an employee is required to demonstrate fitness for the actual performance of the assigned duties of the position. "Initial" probationary period is the first probationary period completed by an employee following the original date of hire.

Promotion - Any movement of an employee from a position in a class to a position in a class having a higher maximum salary rate, excluding general salary adjustments.

Qualifying Appointment - The probationary employment of an employee in a regular position/class following a promotion, demotion or transfer.

Reclassification - A change in the class level of an individual position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on a basis of significant changes in kind, difficulty, or responsibility of the work performed in the position.

Reduction in Pay - A salary decrease within the limits of the pay range established for a class.

Regular Appointment - The employment of a person in a regular budgeted position following the successful completion of a probationary period.

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.

Resignation - Voluntary termination of employment.

Reprimand - Oral or written notice of unsatisfactory performance or improper action given as a disciplinary action.

Salary Range - The range of salary rates defined in the current salary table.

Salary Rate - The dollar amount of each step in a salary range; or, the flat dollar amount of salary for a class not having salary range.

Salary Step - Each of the increments defined in a salary range in the current salary table.

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

Seniority – The uninterrupted length of service from the most recent date of employment.

Separation - The termination of an employee's employment with the District because of retirement, resignation, death, lay-off, disability or dismissal.

Statutory Provision - The applicable sections of the Nevada Revised Statutes and any amendments enacted during the term of this code.

Supervisor - An employee assigned responsibility for evaluation of permanently assigned employees and for organizing, assigning, and reviewing their work.

Suspension - The temporary and involuntary separation for a specified period of time of an employee from the position for disciplinary purposes.

Transfer - Any movement of an employee from one position to another position in the same class or related class with the same salary grade, or the movement of the employee in the position to another location.

Vacancy - An authorized position for which funds are available that is not occupied.

Voluntary - At the election of the employee.

Workday - An operational business day for the District Holidays will not be considered a District workday.

ACKNOWLEDGEMENT OF RECEIPT AND ARBITRATION AGREEMENT

This is to acknowledge that I have received a copy of the Personnel Code and understand that it sets forth the terms and conditions of my employment as well as rights, duties, responsibilities and obligations of employment with the District. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of this manual and any and all subsequent revisions that shall be equally binding as terms and conditions of employment.

I also acknowledge that the District utilizes a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the District and myself, both the District and I agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Nevada Fair Employment Practices Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state and federal laws or regulations) that either I or the District (or its directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) may have against the other which would otherwise require or allow resort to any court or other governmental dispute resolution forum arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the District, whether based on tort, contract, statutory or equitable law, or otherwise, (with the sole exception of claims arising for medical disability benefits under Workers' Compensation, and Unemployment Compensation claims filed with the state) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Uniform Arbitration Act as adopted in the Nevada Revised Statutes § 38.015 et seq. However, in addition to requirements imposed by law, the appeals and arbitration procedures of the District Personnel Code shall be applied. To the extent in applicable civil actions in United States District Courts, the following shall apply and be observed: all rules of pleading, discovery, and evidence (including the right of resolution of the dispute by means of motions for summary judgment and judgment on the pleadings). Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the Supreme Court of Nevada of a civil judgment following court trial. Should any term or provision or portion thereof be declared void or unenforceable it shall be severed, and the remainder of this agreement shall be enforceable. **I UNDERSTAND THAT BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE DISTRICT GIVE UP OUR RIGHTS TO TRIAL BY JURY OF ANY CLAIM I OR THE DISTRICT MAY HAVE AGAINST EACH OTHER.**

If you have any questions regarding this statement, please ask a District representative before signing.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND ARBITRATION AGREEMENT

I hereby acknowledge that I have read the above statements, understand the same, acknowledge receipt of the Personnel Code and agree to the binding arbitration of employment disputes.

SIGNATURE OF APPLICANT

SIGNATURE OF WITNESS

PRINTED FULL NAME

PRINTED FULL NAME

DATE