Southern Nevada Health District

TO: **SOUTHERN NEVADA DISTRICT BOARD OF HEALTH** **DATE: October 22, 2026**

RE: Approval of the Revision to the SNHD Employee Handbook

PETITION #06-27

That the Southern Nevada District Board of Health reviews and approves the proposed revision to the Employee Handbook of the Southern Nevada Health District.

PETITIONERS

Cassius Lockett, PhD, *District Health Officer*
Renee Trujillo, *Chief Human Resources Officer*

DISCUSSION:

The Southern Nevada Health District is proposing revisions to the Employee Handbook to remove policies and provisions that are already addressed in the applicable Collective Bargaining Agreement (CBA). The revisions also include grammatical corrections, clarification of language, and other wording changes to improve readability, consistency, and accuracy.

The proposed revisions are intended to eliminate duplicative language, ensure consistency between the Employee Handbook and the applicable CBA, and improve the overall clarity of the handbook. These changes are not intended to alter existing employee rights or contractual obligations established by the CBA.

The major revisions are outlined below for review. A copy of the Employee Handbook with tracked changes is attached for reference.

Page 9 – Non-Discrimination, Anti-Harassment, and Retaliation
Added: Language to further define the policy.

Page 10 – Definition of Unlawful Harassment
Added: Language to further define the policy.

Page 10 – Definition of Sexual Harassment
Added: Language to further define the policy.

Page 11 – Complaint Procedure
Added: Language to further clarify the process.

Page 17 – Acting Role
Added: Language moved to another section.

Page 18 – Promotion
Added: Language removed.

Page 18 – Qualifying Period
Added: Language added to further explain the policy

Page 20 – Temporary, Part-time
Added: Language to further define.

Page 22 – Acting Role
Added: Language to further define

Page 23 – Out of Class Pay
Added: Language to further define the policy.

Page 24 – Bilingual Pay
Added: Language to further define

Page 24 – Longevity Pay
Added: Language to further define the policy.

Page 26 – Meal and Rest Breaks
Added: Language removed regarding combining.

Page 27 – Separation from Employment
Added: Language to further define

Page 29 – Drug-Free and Alcohol-Free Workplace
Added: Language to further define the policy.

Page 31 – Visitors
Added: Language to further define

Page 32 – Attendance
Added: Language to further define

Page 33 – Outside Employment
Added: Language to further define the policy.

Page 33 – Dressing and Grooming
Added: Language removed on appropriate judgment.

Page 35 – Use of Medical Facilities
Added: Language to further define

Page 50 – Leaves of Absence Without Pay
Added: Language to further define

Page 51 – Family and Medical
Added: Reworked to define the process with third party administrators

Page 54 – Benefits and Protections during FMLA Leave
Added: Language to further define the policy.

Page 54 – Use of Leave
Added: Language to further define the policy.

Page 57 – Parental Leave
New Policy

Page 58 – Bereavement Leave
Added: Language to further define

Page 64 – Flexible Spending Account
Added: Language to further define

Page 64 – Voluntary Life Insurance
Added: Language to further define.

Page 65 – Tuition Reimbursement
Updated policy

Page 69 – Workers' Compensation
Added: Language to further define.

FUNDING:

No funding is required.

Employee Handbook

Welcome

Welcome to the Southern Nevada Health District (District)! We are delighted that you have chosen to join our agency and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of the opportunities to enhance your career and further the District's goals.

You are joining a team that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to protect and promote the health of all southern Nevada residents and visitors. With your active involvement, creativity, and support, the District will continue to achieve its goals. We sincerely hope you will take pride in being an important part of the District's success.

Please take time to review the information contained in this handbook. If you have questions, feel free to ask your supervisor or contact Human Resources.

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Introduction/Disclaimer

A. The Southern Nevada Health District (District) policies and this handbook are the basic rules guiding administrative actions to accomplish the District's objectives.

B. This handbook supersedes all previous versions of the ~~Personnel Code~~Employee Handbook. This handbook complies with federal, state, and local laws. In any conflict between this manual and applicable laws, the laws will prevail.

C. This handbook is more comprehensive and applies to all Employees, unlike the Collective Bargaining Agreements (CBAs), which are enforceable by the bargaining unit eligible employees. Where this handbook and the CBAs may differ, the CBAs control.

D. This handbook is not an employment contract, express or implied, nor does it alter the at-will status of employment, where applicable. The District reserves the right, as permitted by law, to modify, revoke, suspend, or change this handbook, with approval by the Board of Health. No District representative has the authority to make agreements contrary to this.

E. The District retains the right, unless prohibited by law, to hire, discharge, set compensation, and manage employees, including probationary ones, adhering to legal standards and the collective bargaining agreements. The District reserves the right to amend, modify or establish policies, as necessary, and in compliance with collective bargaining agreements.

F. All employees must sign an acknowledgment indicating they have been informed of this personnel policy and procedure manual.

G. The District Health Officer, or designee, shall recommend, for approval or modification by the District Board of Health, changes to the Employee Handbook deemed desirable. Any other person or organization proposing Employee Handbook 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.

Unless otherwise stated, employees should direct questions about this handbook to their direct supervisor or the Human Resources Department. If the question involves the direct supervisor, employees may directly contact Human Resources.

Welcome to the Team Message

Welcome to the Southern Nevada Health District! We are pleased to have you join our team and look forward to the contributions you will bring to our mission. As part of our workforce, you are now a vital part of our efforts to assess, protect, and promote the health, environment, and well-being of Southern Nevada's communities and visitors.

This handbook serves as a valuable resource to help you navigate your journey with us. It outlines our values, expectations, and guidelines, ensuring you have the information and support needed to succeed. At the Health District, we are committed to fostering a workplace culture built on our core values of commitment, accountability, respect, excellence, and service. We encourage you to embrace these principles in your daily work and to take advantage of the opportunities for growth and collaboration within our organization.

Should you have any questions, please do not hesitate to reach out to your supervisor or the Human Resources team. Together, we will continue making a positive impact on public health in our region.

Welcome to the team!

Our Mission Statement

Assess, protect, and promote the health, the environment, and the wellbeing of Southern Nevada communities and visitors.

Our Vision

Healthy People Thriving in a Healthy Southern Nevada.

Our Values

Commitment

We are committed to providing quality service and collaborating with internal and external partners to achieve mutual goals and strengthen our community's health.

Accountability

We carry out our responsibilities and report in a transparent manner. We strive to employ our capacities in a creative and agile way, embracing good leadership and stewardship principles to achieve long-term sustainability.

Respect

We recognize and appreciate the dignity and worth of every person, regardless of their background, traditions, talents, or skills. We build positive relationships that foster inclusion and belonging for all, ensuring access to services based on needs.

Excellence

We pursue quality and innovation in everything we do, from our policies and systems to our services and interactions. We embrace the pursuit of excellence and a culture of improvement in our interactions with patients, partners, colleagues, and other stakeholders.

Service

We strive to provide an exceptional experience for everyone through accessible, compassionate services to our patients, clients, co-workers, and communities.

Employment at Will/Due Process

At-will

Nevada is an at-will employment state. During the probationary period, the employment relationship is at-will and can be terminated by the employee or by the District at any time during the probationary period or during the extension of the probationary period, with or without cause or advance notice.

At-will employees do not have due process rights. Employees who are at-will include:

- Employees in the "probationary period" of their position (probationary periods is the first six (6) months of employment) are at-will. Once an employee successfully passes their probationary period, the employee is no longer at-will and is afforded due process rights.
- Temporary, casual, and seasonal employees are at-will. These employees are hired on an as-needed basis, either as a replacement for permanent employees who are out on short and long-term absences or to meet employer's additional staffing needs during peak business periods. These employees are not afforded due process.

Employees who are not otherwise at-will may be afforded due process rights. Due process rights for employees at the District may be provided via Nevada law and the Collective Bargaining Agreement (CBA). Employees must successfully pass their six (6) month probationary period prior to being afforded due process rights.

Leadership Team Employment and Appeal Rights

This section formally reinstates provisions from the 2019 *Personnel Code* (Sections 13.2-13.3), which were originally approved by the Board of Health but inadvertently omitted during the transition to the 2025 Employee Handbook. These provisions now apply under this Handbook to clarify the employment status and procedural rights of the Leadership Team, including positions designated by the District Health Officer.

Leadership Team Positions:

The Leadership Team include, but are not limited to:

- Chief Executive Officer-FQHC
- Chief Medical Officer
- Deputy Health Officer for Operations and Administration
- Director of Administration
- General Counsel
- Operational Directors (e.g. Community Health, Disease Surveillance and Control, Environmental Health and Public Health & Preventive Care)
- Other executive or senior management positions designated by the District Health Officer

Employment Rights and Appeal:

Leadership Team members shall be entitled to all rights and privileges of regular employees, except that their tenure and continued service are subject entirely to the discretion of the District Health Officer and are not eligible for appeal under this Handbook, the Personnel Code, or the Management Compensation Plan.

This section shall not apply to or affect any personnel actions or appeals that were fully resolved prior to the effective date of this amendment. In the event of any conflict between this provision and other sections of this Handbook, this section shall govern Leadership Team Positions.

While the organization generally adheres to progressive discipline, it is not bound or obligated to do so. Actions related to employment for those employees covered by S.E.I.U. (Service Employees International Union), Local 1107, will be in accordance with the current Collective Bargaining Agreement.

Note: *All employees, whether at-will or not, are protected by federal and state non-discrimination laws.*

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this, or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no organization representative is authorized to modify this handbook for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period of time.

Management Rights

The District reserves the right to exercise customary managerial functions, including to hire; direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline; reduce the workforce or lay off any employee because of lack of work or lack of money; determine appropriate staffing levels and work performance standards; establish and enforce safety standards as required by the Occupational Safety and Health Act (OSHA); the content of the workday, including without limitation workload factors; except for safety considerations, to include the quality and quantity of services to be offered to the public and the means and methods of offering those services; 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 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. These rights are consistent with the management rights clause under the National Labor Relations Act (NLRA), 29 U.S.C § 158(d).

The District reserves the right to revise, modify, delete, or add to any and all policies, procedures, or rules stated in this handbook. Any written changes will be distributed to all employees to ~~for~~ read and acknowledgment. No oral statements or representations can in any way change or alter the provisions of this handbook. The District Health Officer or designee is empowered to prepare and adopt such administrative rules as are necessary to carry out purposes of these policies, procedures, and rules. This authority aligns with the Administrative Procedure Act (APA), 5 U.S.C §§ 551-559. Nothing in this handbook constitutes a contract or guarantee of employment.

This Employee Handbook 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. Collective Bargaining Agreements (CBA) shall set terms and conditions only in those areas covered by the CBA for the employees eligible to be included in the recognized bargaining units.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

The District is an equal opportunity employer and makes employment decisions on the basis of merit. The District shall seek the best suited and available persons in every job. Health District prohibits unlawful discrimination as defined by federal, state, or local laws. The District is committed to taking affirmative steps to ensure diversity within the workforce.

The District believes in hiring, promoting, and compensating employees without regard to race, color, national origin, age, gender, religious preference, marital status, sexual orientation, physical limitation, or disability. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. 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 will strive to provide a reasonable accommodation for qualified applicants or team members with physical or mental disabilities, sincerely held religious beliefs, and practices, and/or any other legally required reasons unless it poses an undue hardship on the District's business operations.

The human resources recruitment team 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 selecting from the top five eligible candidates on the appropriate eligibility list.

Eligible lists will become effective upon the official certification that they were properly and legally prepared. 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.

Any employee with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Chief Human Resources Officer. The District will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to any such retaliation should bring it to the attention of the Human Resources management.

Americans with Disabilities Act (ADA) & Reasonable Accommodation

The District is committed to the fair and equal employment of individuals with disabilities under the ADA. The District will provide reasonable accommodation(s) to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the organization. The District prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request an accommodation from the Human Resources department. The District will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made, or if any other possible accommodations are appropriate. If requested, the employee is responsible for providing medical documentation regarding the disability and possible accommodation. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

The District prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

Commitment to Diversity

At the District, we are devoted to cultivating a workplace where all employees can thrive, contribute their skills, experience, and diverse viewpoints to our shared success. This commitment is woven into our policies and business practices, reflecting our core values and strategic management approach. We recognize our obligation to provide an environment in which diversity is valued and equal employment opportunities are provided. The District affirms its commitment to ensure that each employee in the Health District community has a right to work in an environment free from any form of discrimination or harassment based upon race, color, sex, national origin, religion, age, disability, marital status, pregnancy, ancestry, citizenship, gender identity, veteran's status, gender expression, sexual orientation, genetic information, and/or any other status or condition protected by law.

The District does not tolerate any form of harassment or unwelcome conduct that creates an offensive, hostile, or intimidating environment. To fulfill our commitment, the District relies on you to perform your work responsibly and professionally, treat colleagues in a way that upholds our mission and values, and report any known or suspected discrimination or harassment.

Ethics Speak Up Hotline

The District is committed to fostering an environment of compliance in which all employees have an opportunity to report unethical, illegal, or improper misconduct that occurred in the workplace.

If an employee has a compliance or ethics issue, please call 844-769-5097, go to snhd.ethicspoint.com or scan the QR code below. Reports can remain anonymous. The Compliance Officer investigates reports and can be contacted directly, if anonymous reporting is not needed.

Non-Discrimination, Anti-~~harassment~~Harassment, and Retaliation

The District prohibits intentional and unintentional harassment or bullying of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived ~~race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender~~ race (including hairstyle/texture), color, religion, sex, sexual orientation, gender identity or expression (including transgender status), age, disability, marital status, citizenship, national origin, genetic information, veteran status, pregnancy, (including ~~pregnancy,~~ childbirth, and pregnancy-related conditions), ~~gender identity or expression (including transgender status)~~, ~~sexual orientation~~, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Bullying is 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. Such conduct will not be tolerated by the District.

~~Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of~~

~~a harassment complaint is similarly unlawful and will not be tolerated.~~ Retaliation against any employee for making a good-faith report of known or suspected harassing or discriminating conduct or for cooperating with or participating in any investigation of alleged harassing or discriminating conduct is strictly prohibited. The District will take all reasonable steps necessary to prevent and eliminate unlawful harassment.

Definition of "unlawful harassment" - "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful verbal harassment includes, but is not limited to, comments that are offensive or unwelcome regarding a protected class or characteristic, including epithets, slurs, and negative stereotyping, threatening, intimidating or hostile acts, or denigrating jokes. ~~epithets; slurs; jokes;~~ pranks, and~~;~~ innuendos.~~; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.~~

Unlawful nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect regarding a protected class or characteristic that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

Definition of "sexual harassment" - Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. Harassment does not have to be of a sexual nature, however, it can include offensive remarks about a person's sex~~nature~~.
~~Harassment does not have to be of a sexual nature, however, and can include offensive remarks about a person's sex~~.

- Submission to or rejection of such conduct is made either explicitly or implicitly as a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

It's crucial for all employees to understand that any retaliation against those who report sexual or other forms of harassment, or against those who assist in investigations, violates the District's policy.

Complaint Procedure

If an employee believes they have been subjected to or have witnessed another employee being subjected to unlawful~~ discrimination~~ harassment or discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, the~~y~~ employee ~~are requested and encouraged to make a complaint. Complaints can be made directly to the employees' immediate supervisor, department manager, Chief Human Resources Officer, Human Resources manager, or any other member of management.~~ should report the matter to their immediate Supervisor, Human Resources, or any member of the management. Complaints may be filed verbally or in writing. To the extent practicable, all information will be maintained on a confidential basis among involved parties.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved. If the investigation confirms that conduct occurred, the District will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

~~If the investigation confirms that conduct occurred, the District will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.~~

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint, reporting discrimination or harassment, or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately as indicated above.

Conflicts of Interest and Confidentiality

Conflicts of Interest

The District expects all employees to conduct themselves and organization business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. Employees have a duty to conduct Health District business in an impartial and unbiased manner that is in the best interest of the community; this includes avoiding real and perceived conflicts of interests.

A Conflict of Interest arises when a Health District employee's judgment could be affected because of a financial, professional, or personal interest in the outcome of a decision over which they have control or influence. Accordingly, employees are expected to avoid accepting from or giving gifts to clients, contractors, and vendors; or, taking advantage of our association with businesses for personal gain. If you are unsure whether an activity represents a conflict of interest, ask your supervisor, manager, division director, or the compliance officer. See also the Financial Conflict of Interest Policy, ADM-094, Code of Conduct, and Nevada Revised Statutes, Chapter 281A.

The District recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the organization or are in contradiction of ethical obligations as a government employee (NRS 281A).

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises in which there is a potential conflict of interest, the employee should discuss this with a manager or human resources for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- Outside work requires prior approval and will not be approved if a conflict of interest exists.
- 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 part of the employee. 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.

- The District structures arrangements with health care providers to ensure compliance with numerous federal and state laws and regulations. The federal laws that focus on referrals to health care providers include the Stark Law and the Anti-Kickback Statute. The Stark Law, also called the Physician Self-Referral Law, provides that if a physician or immediate family member has a financial relationship with an entity, the physician may not make referrals to that entity for health care services. The Anti-Kickback Statute prohibits any person or corporate entity from offering, paying, soliciting, or receiving remuneration in exchange for referring an individual or furnishing or arranging for a good or service for which payment may be made under any Federal health care program.
- Prohibited conflicts of interest also may occur whenever an employee has an interest in any entity that transacts business with the District. NRS 281A.430 "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.
- 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. NRS 281A.430.
- Any attempt to manipulate, interfere with, or improperly influence the procurement process, including but not limited to altering evaluations, scores, or contract decisions, or coercing or encouraging others to do so, is strictly prohibited. Such actions may result in disciplinary measures, up to and including termination, as well as potential civil and criminal penalties under NRS 281A and other applicable procurement regulations.

Confidential Information

On a federal level, the U. S. Department of Health and Human Services (DHHS), pursuant to the Health Insurance Portability and Accountability Act (HIPAA), issues regulations regarding protected health information.– As the District is a covered entity, those regulations will be followed by all District employees. Additionally, Nevada laws regarding communicable disease confidentially will be maintained. Disclosure will only be pursuant to established District-wide policies.

An employee who improperly uses or discloses confidential business information will be subject to disciplinary action up to and including termination of employment and legal action.

Recording Devices

Employees are prohibited from taking photographs or making audio or video recordings in the workplace. Employees are also prohibited from taking photographs or copying for their own use confidential business documents. This Policy will not be interpreted or applied to interfere with the rights of employees to share information relating to wages, hours or other terms or conditions of employment.

Employee Privacy

It is the District's goal to respect the individual privacy of its employees and at the same time maintain a safe and secure workplace. When issues of safety and security arise, employees may be requested to cooperate with an investigation. Refusal to cooperate may be grounds for discipline up to and including termination. Providing false information during any investigation may lead to discipline, up to and including termination of employment.

Employees are expected to make use of District facilities only for the business purposes of the organization. Accordingly, materials that appear on District hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the organization at any time without notice to the employees. Employees should not have any expectation of privacy with respect to any material on organization property. The District regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of communication systems for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum and to emergency situations. Furthermore, unless determined protected under NRS 239, all District records, emails, text messages, etc. are considered public records and will be made available to requestors after review.

The use of unauthorized recording devices poses significant risks to the organization. Unauthorized devices may unintentional capture Protected Health Information (PHI) in clinical settings, staff areas, or on computer screens. This could lead to HIPAA violations, resulting in legal penalties and harm to patient trust. Unauthorized recordings can compromise information that is not publicly available resulting in a Security Breach. The following is a list of prohibited devices. Additions will be made as more information or new products become available.

1. Smart/recording glasses (e.g., spectacles, certain smart glasses).
2. Hidden "pen" or "button" cameras.
3. Body-worn cameras not explicitly issued and authorized by the Health District.
4. Any other wearable technology or accessory that has an active or potential recording function.

As part of its security measures and to help ensure a safe workplace, the District has positioned video cameras to monitor various areas of its facilities. Video cameras will not be used in private areas, such as restrooms, etc.

Recruitment

We value diverse perspectives and are committed to creating an inclusive environment where all candidates feel welcome. Our recruitment process focuses on skills, experience, and cultural fit, while actively seeking to add to our team's diversity of thought. Employees are hired for a position, not a specific location. When a new position is created or an existing position becomes vacant, the District Health Officer or designee shall determine if the vacancy is to be filled by transfer, rehire, re-employment, in-house closed promotional examination, or open competitive examination. The District recognizes the value of internal promotions to both the individual employee and the District. Accordingly, internal applicants will be given reasonable consideration for promotional opportunities.

An internal candidate who interviewed for, but was not selected to fill the posted vacancy, may within seven (7) working days from the date notified that they were not selected, submit a written request to the Human Resources department seeking improvement.

Once the position is approved, the position will be posted within five (5) working days. The notice of the vacancy will be posted within the District for at least ten (10) working days, (for external candidates before the date listed on the posting, once stated number of applicants have been received) The District may extend the posting period for any vacancy unless there are five qualified internal candidates.

In addition to posting vacancies on the intranet and internet (open competitive recruitments only), Human Resources will notify employees of all vacancies via the District e-mail system.

If a current employee who applies for a position is determined not to meet the minimum qualifications of the classification specification, the employee may request written explanation detailing the reasons for the determination. Such response will be provided within ten (10) working days of receipt of the request. In all cases, the employee selected must possess the ability to perform the duties of the position and meet the qualifications and department-specific preferred qualifications.

Employees requesting a transfer to another department or applying to be promoted to a new position must be in their current position for a minimum of six (6) months (including flex-reclass) and the employee must be in good standing. An employee requesting a voluntary demotion will result in a 5% decrease in salary not to exceed the top of the new salary range.

Employment Definitions

~~Acting Role~~

~~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 handbook. A provisional appointment will be for an initial period of not more than six (6) months or 13 pay periods. This~~

~~initial time period may be extended for a maximum of six (6) additional months upon the request of the Division Director. An employee who has already secured regular employment who is asked to serve in a provisional role will not lose their regular status.~~

Probation

All employees are hired with a six (6) month probationary period. 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 three (3) months. A probationary employee must demonstrate satisfactory performance to achieve permanent status and be classified as a regular employee. A performance evaluation is required by the end of the three-month probation period and at the end of any extension thereof. Employees receiving an unsatisfactory evaluation will be terminated.

~~**Promotion**~~

~~Upon receiving a promotion, employees are placed in a six (6) month qualifying period. Promoted employees will receive a performance evaluation at the end of the qualifying period. Employees demonstrating a satisfactory performance will be classified as a regular employee; employees receiving an unsatisfactory may be reinstated to the employee's former or equivalent class or accept a voluntary demotion in lieu of separation.~~

Qualifying Period

Employees who are promoted or move into a new role in a salary grade up to M2 are placed in a six (6) month qualifying period. Employees who are promoted or move into a new role in salary grade of E1 or higher are placed in a twelve (12) month qualifying period. Promoted employees will receive a performance evaluation at the end of the qualifying period. Employees demonstrating satisfactory performance will be classified as a regular employee; employees receiving an unsatisfactory may be reinstated to the employee's former or equivalent class or accept a voluntary demotion in lieu of separation if there is an active open position.

Reclassification

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 Chief Human Resources Officer 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.

Reemployment

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

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.

Once an 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 Chief Human Resources Officer to allow the employee to rescind their resignation.

Classification Definitions

Exempt

Exempt employees are typically paid a fixed salary, rather than an hourly wage, and are not eligible for overtime pay. The expectation is that exempt employees work a minimum of 40 hours on an average basis in a pay week. Exempt employees may be required to use accrued vacation and/or sick leave in specific circumstances to compensate for missed time in a scheduled pay week.

Non-exempt

Non-exempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time

Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time

Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the organization and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, Full-Time

Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the organization's full-time schedule for a limited duration of no more than 1040 hours in a twelve-month period. Employment beyond any initially stated period does not in any way imply a change in employment status. Unless hired by and as a District employee, these employees are not eligible for any of the District benefits package.

Temporary, Part-Time

Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration of no more than 1040 hours in a twelve-month period. Employment beyond any initially stated period does not in any way imply a change in employment status. Unless hired by and as a District employee, these employees are not eligible for any of the District benefits package.

Compensation

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

An employee will not receive compensation of any type while on an unpaid leave of absence unless they have accrued eligible vacation, sick, comp or personal ~~time~~ or banked holiday time to cover all or any portion of the missed hours and will be compensated based on total submitted accrued time. All employees are required to complete accurate bi-weekly electronic timesheets reports showing all time actually worked and/or used vacation, personal or comp time, holidays and sick leave. 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. At the end of each pay period, employees and their supervisors acknowledge the submitted timesheet attesting to its correctness before submitting to payroll.

Both exempt and non-exempt, non-represented employees may be eligible for an increase in January and July based on District approved Cost of Living Adjustment and pre-determined percentage of annual salary increases.

Non-Exempt Employees

Non-exempt employees will be compensated on an hourly basis.

Exempt Employees

Exempt employees shall be paid based on their biweekly rate with appropriate adjustments made to their paid leave balances for leave time used.

During the last week of employment an exempt employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Overtime

When required due to the needs of the business, employees may be required to work overtime to include staying over or reporting early to a regularly scheduled shift or reporting to a shift on a regularly scheduled day off. Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek or 8 in a 24-hour period, if their regular rate of pay does not exceed 1.5 times current minimum wage. Employees who agree to an Adjusted Work Schedule (AWS) are eligible for overtime after working their scheduled nine (9) or ten (10) hour scheduled shift. Paid leave, such as holiday, vacation, sick leave, bereavement time, paternity leave and jury duty, does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

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

Compensatory Time (Comp Time)

Employees working on their scheduled day off may choose to bank compensatory time (comp time) in lieu of receiving compensation during that pay week. Employees may not accumulate more than forty (40) hours of compensatory time off. Employees will be compensated for any remaining accumulated compensatory time off at the end of the fiscal year or at the time of separation from District service. The use of compensatory time off must be approved in advance by the appropriate supervisor. Approval of compensatory time off will be subject to District staffing needs.

Callback Pay

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 on a one and one-half (1.5 ~~1/2~~) times their hourly rate of pay if the callback hours result

in the employee working overtime. 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. Callback hours paid but not worked are not considered hours worked in the computation of overtime.

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 back a second time after the expiration of three (3) hours from the first callback, the employee will be paid a minimum of three (3) hours for each subsequent callback.

Non-exempt employees who are called back on a holiday will be paid at the rate of one and one-half (1.5 ~~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.

Standby (On-Call) Duty

District service needs may require 24-hour response capability. In order to address this need, standby duty is scheduled by the division director and manager.

Non-exempt employees on standby duty shall be compensated at a rate of $75 per 24-hour shift on standby duty, or $525 per week, if standby assignments are made weekly. Standby pay will be paid in the payroll for the period during which work is performed.

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

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.

Non-exempt employees not on standby duty who are contacted during off duty hours by appropriate personnel and requested to complete telephone communication with a District client shall, for each such incident, receive telephone pay in 15-minute increments up to a maximum of sixty (60) minutes for each hour.

Acting Role

Whenever a vacancy exists for which, there is no appropriate list of eligible candidates available or if someone in a senior or above position goes out on an extended leave, a provisional appointment may be made pending the processing of applicants as stated in this handbook or upon the return to work of the employee on leave. A provisional

appointment will be for an initial period of not more than six (6) months or 13 pay periods. This initial time period may be extended for a maximum of six (6) additional months for employees working toward obtaining minimum qualifications for the role provided they will be completed with the process within the six (6) month extension upon the request of the Division Director to the Chief Human Resources Officer. An employee who has already secured regular employment who is asked to serve in a provisional role will not lose their regular status. These employees will be paid at the higher rate of pay for all hours worked, vacation, holidays, sick time and compensatory time used while in the acting role. ~~The employee serving in the provisional role must meet minimum qualifications or in the process of obtaining the knowledge and/or skills needed for for the position.~~ Being in an acting role does not guarantee placement into the open role or future recruitments for the position.

Out of Class Pay

Employees assigned to work in a position outside of their current role for more than forty (40) hours but less than one hundred sixty (160) consecutive working hours, or a minimum of 36 hours or more for a 9/80 schedule, will receive Out of Class Pay. The employee will only be paid at the higher rate for actual hours worked.

Holidays or other approved time off during the assigned time will be paid at the employees' current rate of pay that does not include additional out of class pay. If an organization holiday falls within the forty (40) hour assigned timeframe, the employee will receive out of class pay for any hours worked outside of the holiday hours.

When a regular employee is assigned in writing to work on a temporary basis in a higher classification for forty (40) or more consecutive working hours within a 2-week period, the employee shall be paid at the lowest step or salary range 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 department 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 department manager and division director. Management will not rotate/change out of class assignments of twenty-four (24) hours or more in order to avoid out of class pay.

These provisions do not apply to employees who voluntarily accept the opportunity to train and improve their effectiveness in the higher classification. ~~In so far as practical~~When applicable, such opportunities will be provided to qualified employees on an impartial and equitable basis.

Bilingual Pay

An employee who is customer facing may be eligible to receive Bilingual Pay provided their assigned duties require them to communicate in a second language, including sign language, that is needed to communicate with clients. Bilingual pay will cease when the employee is transferred, promoted, or demoted to a position which does not meet the requirements.

The employee will be required to successfully pass 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 a second language. Bilingual testing will be scheduled as needed by requesting an appointment with Human Resources.

Employees who are bilingual but do not receive bilingual pay are not required to use their bilingual skills.

Bilingual premium pay shall be $~~37.50~~45.00 per pay week, when the employee uses their second language for business purposes, in a stipend form for each eligible full-time employee. Eligible half-time employees will be entitled to $22.50 per week. The stipend will not be included in the base pay and is not used in the calculation of PERS or longevity.

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

If an employee receiving bilingual pay declines to use their bilingual skills, the supervisor shall first meet with the employee to discuss the circumstances. If the employee chooses not to use their bilingual skills, they forfeit the bilingual pay.

Approved bilingual pay may be subject to biannual re-authorization 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.

The District reserves the right to use interpreter services where deemed appropriate and in the best interest of the public.

Longevity Pay

Longevity pay applies to all full-time employees who have completed a specified number of continuous years of service with the District in a full-time capcity.

Employees are eligible for longevity pay based on the following criteria:

- Hired on or before June 30, 2014, after completion of five (5) years of accredited service (10,400 hours) - Eligible
- Hired July 1, 2014 - June 30, 2019, after the completion of seven (7) years of accredited service (14,560 hours)~~.~~ Eligible
- Hired on or after July 1, 2019 – Not eligible.

Longevity pay will be awarded on a semi-annual basis on or about June 1st and December 1st of each year. If these dates fall on a weekend, longevity pay will be paid on the

following Monday. Longevity Pay will be calculated based on $110 for each year of service.

Compensation Changes/Review

Employees are eligible for promotion or transfer to a new role after six (6) months of service in their current position and they must be in good standing. 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 performance evaluation.

An employee who is reclassified due to a material change in job duties and responsibilities will be placed in the appropriate compensation level of the new salary range based on experience, knowledge, skills and abilities. When an employee is reclassified to a salary scale with a lower salary range, the District Health Officer or their designee 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.

An employee demoted for disciplinary reasons will be placed will be placed in the appropriate compensation level of the new salary range based on experience, knowledge, skills and abilities.

An employee demoted for disciplinary reasons or voluntarily demoted in lieu of alternative disciplinary actions will not receive a salary that exceeds the maximum salary step for the new salary range.

An employee in good standing may be demoted to a lower-class position for various reasons, such as health-related issues, insufficient work or financial constraints. In case of demotion, a regular non-probationary employee will be placed at the equivalent level in the new salary range, up to the maximum salary scale.

A probationary employee in good standing who is demoted to a class not previously occupied will receive the entrance salary of the lower class.

A promotional qualifying employee who is demoted to a class formerly occupied by them, and they left in good standing, will be reinstated to the place on the salary range, and probationary or regular status the employee would have achieved if the employee had remained in the lower class.

Workweek and Hours of Work

The standard workweek starts Saturday 12:00 a.m. and ends Friday 11:59 p.m. and generally consists of 40 work hours. Individual work schedules may vary depending on

the needs of each department. The standard work week for employees shall consist of forty (40) hours, comprised of five (5) consecutive eight (8) hour workdays, four (4) consecutive ten (10) hour workdays, or a 9/80 schedule which is defined as eight (8) consecutive nine (9) hour workdays, and one (1) eight (hour) work day in a two week period. All work hours are exclusive of the daily meal period.

Work Schedules

Except as otherwise provided, the official work week for all employees will consist of forty (40) hours**.** Employees who are assigned to a 9/80 or 4/10 schedule must have approval of the division director or manager and agree to a change in the scheduled hours for a payroll week by submitting an Adjusted Work Schedule (AWS) form ~~to Human Resources~~.

For non-exempt employees, any requested and acknowledged AWS including scheduled hours exceeding 8 hours within a 24-hour period will supersede the Nevada daily overtime rule and overtime will be paid at hours worked over 40 in a pay week.

Meal and Rest Breaks

Employees are entitled to a 30-minute unpaid uninterrupted meal break each day working 8 or more consecutive hours. Employees are also entitled to one (1) 15-minute paid rest period for every four (4) hours worked. Meal breaks are neither time worked nor time on pay status. Meal and rest breaks will be scheduled by the department supervisor or manager. Employees may leave the premises during their 30-minute unpaid meal period, but are not allowed any additional time when so doing. ~~It is recommended that meal and rest breaks are not combined.~~

Meal breaks and rest breaks cannot be taken at the beginning or the end of an employee's shift. An employee shall not remain at the workstation during the meal break.

Paychecks

The District's pay period for all employees is biweekly on Friday, providing for twenty-six (26) pay periods in a calendar year. A pay period consists of two pay weeks each starting at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday. Paychecks are directly deposited into the employees' bank accounts on file.

Access to Personnel Files

Personnel files are maintained by the Human Resources department and are considered confidential in compliance with the provisions in Nevada Administrative Code (NAC) Chapter 284. Employees may inspect their own personnel files and obtain copies of

documents. Inspections by employees must be requested in writing to the Human Resources department and will be scheduled at a mutually convenient time. Employees requesting a copy of the file may be charged a nominal fee.

Employment References

All requests for employment references must be directed to the Chief Human Resources Officer or designee. No other manager, supervisor, or employee is authorized to release employment references for current or former employees.

Employment of Relatives and Domestic Partners

Individuals related by blood, marriage, domestic partners, membership in the same household and/or similar personal relationships may be hired or promoted by the organization if (1) the persons concerned will not work in a direct supervisory relationship, (2) if either person is a member of the Executive Leadership team, they do not work in the same division, (3) the employment will not pose difficulties for supervision, security, safety, or morale and (4) if neither employee works in Human Resources.

Current employees who marry each other or become involved in a domestic partnership, including cohabitation, must report the relationship to Human Resources within 14 days of commencement. Both persons will be permitted to continue employment with the District provided they do not work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the organization will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the District.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), in addition to an employee's performance needing to meet or exceed District expectations, and not being subject to any performance or behavioral related discipline exceeding a Documented Verbal Warning at time of separation, the employees must provide a written notice to their supervisors at least 14 calendar days in advance of the last day of work to be considered in good standing for future employment with the District. Employees must work their final workday in the office when available or have an authorized excusal.

Confidential e~~E~~mployees who separate either voluntarily or involuntarily, will be paid for all unused accrued vacation, allocated sick leave (based on date of hire either prior to July 1, 2014, or after June 30, 2014), comp time, banked holiday hours, and when applicable, longevity pay pro-rated based on separation date on their final check.

The District maintains the right to perform administrative separation of employment in cases where discipline or performance are not necessary.

Employees who are not assigned to regular positions may be separated from employment at any time. The District Health Officer has full discretion to discontinue the employment of individuals serving in Leadership Team or appointed positions, as defined by the District Health Officer, at anytime and for any reason deemed to be in the best interest of the District, consistent with applicable law and District policy.

The District Health Officer may also terminate the employment of any employee, whether regular or otherwise, in cases of lack of funds, lack of work, or the elimination of a position or program.

Employees are expected to return all District issued equipment on their final day worked. Any item not returned may be subject to reimbursement based on current replacement cost.

On or before the last day of employment, the employees' manager will collect all District property. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address. When appropriate, an exit interview will be conducted by an outside agency after their last day of employment.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the District.

Workplace Safety

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

- In the event of an emergency, call 911 FIRST to notify the appropriate emergency personnel. Next follow the internal notification process via the overhead PA access repeating the request, including location of the emergency using plain language to ensure all employees and visitors can understand the information and respond appropriately. For example,
    - Fire in the main break room, first floor.
    - Medical team needed ~~at~~in the lobby.
    - Security assistance requested at the back entrance

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident and to Human Resources.

Drug-Free and Alcohol-Free Workplace

It is the policy of the District to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the District.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including marijuana and misuse of prescribed medication) while on District or client premises or while performing services for the District is strictly prohibited. The District also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the District prohibits off-premises abuse of alcohol and controlled substances (including marijuana), as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the District's reputation in the community.

To ensure compliance with this handbook, substance abuse screening may be conducted in the following situations:

Pre-Employment: as required by the District for all prospective employees who receive a conditional offer of employment.

For Cause: upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or have adversely affected the employee's job performance.

Post Accident: upon being involved in any level of accident where an employee did or could have injured themselves, they must consent to a post-accident drug test. It is the discretion of the supervisor reporting to the accident to determine if the employee should be taken for drug testing or go through the Reasonable and Suspicious observation.

Employees who test positive or who refuse to submit to substance abuse screening may be subject to termination. ~~Notwithstanding any provision herein, this handbook will be enforced at all times in accordance with applicable state and local law.~~

~~Any employee violating this handbook is subject to discipline, up to and including termination, for the first offense.~~

Smoke-Free Workplace

Smoking is not allowed in or on District owned or occupied buildings and property, work areas or in District owned vehicles at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes. The District created the Tobacco & Smoke Free Policy in 2001, as well as enforces the Nevada Clean Indoor Air Act.

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.

Workplace Violence Prevention

The District is committed to providing a safe, violence-free workplace for our employees. ~~Due to this commitment, the~~ The District discourages employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions

taken for the purposes of intimidation. This statement covers any violent or potentially violent behavior that occurs in the workplace or at organization-sponsored functions.

Any individual engaging in violence against the District, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior by an employee may result in disciplinary action up to and including termination.

The District may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all organization property and other items that are in violation of organization rules and policies.

Visitors

To maintain security and safety for our employees, the District maintains a badging policy, ADM-064, with respect to visitors and employees. Visitors are required to be escorted in secure areas. Employees are prohibited from badging another person into the building or into secured areas that has not registered with Security.

Generally, friends and family members are not permitted in non-public places.

Workplace Procedures

Attendance

All employees are expected to arrive on time to begin working in accordance with their schedule.~~,~~ ~~be at their station ready to work at their start time, every day they are scheduled to work.~~

If unable to arrive to work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible prior to the start of their shift. Excessive absenteeism or tardiness, or patterns of ~~unapproved~~ unscheduled absences, such as calling in repetitively on Monday, day after a holiday or the employees last scheduled day of the work week, may result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in discipline up to and including termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three consecutive days or more, the employee will be considered to have voluntarily resigned employment.

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 up to and including termination.

Employees are free to leave work premises during ~~lunch or~~ their unpaid meal periods; however, no travel time is allowed. Employees may not leave before or return after the scheduled meal period.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Formal performance reviews are conducted after successful completion of the probationary and qualifying periods and annually. These reviews include an employee self-evaluation, written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

The supervisor shall review the performance evaluation with 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.

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 manager and division director.

The employee has five (5) working days from date of issuance to make the request. At that review, the employee may present appropriate information regarding comments and issues put forward in the performance evaluation. The manager and division director shall, after appropriate consideration, but within five (5) working days of the review, issue a formal decision upholding or modifying the performance evaluation.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance or create a conflict of interest with the District in accordance with NRS 281A. All employees, including part-time employees, must obtain and secure written approval from their manager, division director, and human resources before undertaking any outside employment or other work activity. Approval or denial of outside employment will occur within ten (10) business days of the receipt of the request for approval. If denied, 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 obligations of the District. Employees shall be required to confirm outside employment annually.

Outside work should not interfere with the employee meeting the expectations of their work at the District. Should this occur, the employee will be expected to correct the behaviors not meeting expectations and may be required to discontinue the outside employment. Failure to meet this requirement may result in discipline up to and including termination.

Dress and Grooming

The Health District expects all Employees to exercise appropriate judgment regarding personal appearance, dress, and grooming to be most effective in the performance of their workplace duties. ~~Appropriate judgment refers to the workforce District~~.

The Health District allows reasonable self-expression through personal appearance and grooming unless it conflicts with ability to perform their job duties effectively. All Employees must be neat, clean, and wear appropriate dress that reflects generally accepted professional standards for their program. The minimum standard of dress is business casual. Certain employees may be required to wear special dress and grooming, such as wearing uniforms or safety equipment/clothing, depending on the nature of their job.

Although it is impossible and undesirable to establish an absolute dress and appearance code, the District will apply reasonable and professional workplace expectations for all employees. Division Directors and department managers, in

consultation with Human Resources and the District Health Officer, will exercise reasonable discretion to determine appropriateness in dress and appearance.

Cell Phone Safety and Driving

Safe driving is the priority when operating a vehicle while driving on District business. Employees' first responsibility is to pay attention to their driving. They should never allow a cell phone or other mobile device to distract them from concentrating on driving.

Under no circumstances should employees feel that they need to place themselves or others at risk while driving to fulfill business needs. The expectation is that all employees comply with the following procedures to avoid distracted driving:

- Place any call before driving is started or pull off to the side of the road and stop the vehicle before placing/accepting/returning a call or text; and
- Let incoming calls go to voicemail when driving.

Employees who fail to follow safety guidelines as outlined in the Cell Phone policy are subject to discipline up to and including termination.

Employer Property

Employees are responsible for taking appropriate measures to safeguard property in their possession against damage, loss, or theft. willful destruction of employer property may be subject to disciplinary action up to and including termination.

Prior authorization must be obtained before any District property may be removed from the premises.

Use of Medical Facilities

Employees are permitted to use District facilities when off duty, They are expected to confine themselves to normal public use in normal public areas. Should a provider deem an employee a conflict of interest or have a valid reason not to treat an employee, they may request, through the Medical Director, to have the employee referred to another provider.

While on duty, employees may receive medical care from District providers for acute conditions such as colds, flu, sprains, rashes, or other non-chronic conditions at the recommendation of the Employee Health Nurse or their designee. While on-duty, if an employee receives medical treatment for non-acute conditions such as annual check-up or special vaccination, they must do it on unpaid time or use accrued sick leave or vacation hours to cover the time spent at the clinic. Employees may use District providers as their assigned, main primary care provider for the management of chronic conditions, to include for those medical conditions supported by the Ryan White program and all other preventative services, including the Sexual Health Clinic. Family members are welcome to use District providers and other services.

Social Media

Through the Office of Communications, we participate in social media to better communicate with the community. Employees are responsible for exercising good judgment regarding the use of social media, including making sure use of it does not interfere with one's employment obligations. Respecting our patients and clients means honoring their private and confidential information. Accordingly, Employees are prohibited from posting information or photographs about them on a social media page or forum unless done by the Office of Communications, with the appropriate signed consent forms, on the official Health District account. For further questions regarding social media use, contact the Office of Communications

Bulletin Boards

Personal messages are not permitted on District bulletin boards.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. To protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee is being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as the time during which an employee is not at an unpaid meal break, on break, or on the premises immediately before or after a shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which include all office areas. "Working areas" does not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Computers, Internet, E-Mail, and Other Resources

The District provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. District provided technology should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner. Employees may be responsible for repair or replacement costs of Health District property lost or damaged through gross negligence, unauthorized usage, or mishandling.

Employees should not have any expectation of privacy in their use of organization computers, phones, portable electronic devices, or other communication tools. All communications made using organization-provided equipment or services, including e-mail, SMS messages and internet activity, are subject to inspection by the organization. Employees should keep in mind that even if they delete an e-mail, a voicemail, or another communication, a copy may be archived on the organization's systems.

Employees should not bring their personal computers, devices, or software to use them for work.

An exception would be stipend personal phones which can be used for work purposes with expectation of complying with terms listed on the stipend agreement. If an employee has a need for equipment, they need to ask their managers so that it can be requested through official channels. SNHD IT does not support personal devices and those devices can be a cybersecurity risk to our IT infrastructure.

Disciplinary Procedure

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, NRS 281A. The District expects employees to comply with the District's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the District adheres to progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. This does not modify the status of employees or in any way restrict the District's right to bypass steps within the disciplinary procedures based on severity of the violation.

The following steps are the discipline procedure.

Step 1: Note to File (Coaching and Counseling)

When a performance or behavior problem is first identified, the nature of the problem, policy or work rule being violated and the action necessary to correct it should be thoroughly discussed with the employee. This informal counseling is documented as a note to file and should not be placed in the employee's permanent personnel file. In cases of egregious circumstances, this step may not be applicable. Documented counseling may be considered in determining the appropriateness of progressive discipline for a period of twelve (12) months.

Step 2: Documented Verbal Warning

If Coaching and Counseling with the employee has not resulted in corrective action, , the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present information regarding the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem may result in further disciplinary action that may include termination, and (e) issue a counseling notice to the employee that remains active for twelve (12) months.

Step 3: Written Warning

If satisfactory performance and corrective action are not achieved under Steps 1 and 2, after a thorough investigation, the supervisor should meet with the employee in private reviewing the unacceptable behavior/performance and issue a Written Warning document to the employee that remains active for eighteen (18) months. The employee should be reminded that failure to correct the problem may result in further disciplinary action that may include discharge,

Step 4: 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. If the Final Written Warning includes a suspension, the employee will be removed from their duties for up to twenty (20) working days with or without pay.

Step 5: Termination

Failure to improve performance or behavior after the final written warning or suspension may result in termination. The notice of termination shall contain the reasons for the discharge and any past discipline on which the District relied, if any, to issue the termination.

The District reserves the right to consider demotion in the disciplinary process with approval of Human Resources.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately, and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

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 may also 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:

1. Violation of any federal, state, or local law directly impacts the employee's fitness for employment.
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, Division Director, and Privacy Officer. District employees will cooperate fully in any investigation of misuse or wrongful disclosure. See District-wide policies regarding HIPAA compliance.
3. 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.
4. 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.
5. Inattention to duty, inefficiency, incompetence, carelessness, or negligence in performance of duties.
6. Unlawful discrimination or harassment of another employee or member of the public.
7. Misuses of sick leave, including using sick leave under false pretenses. Chronic, inconsistent, or excessive absences/tardiness approved or not approved.
8. Rude or discourteous treatment of other employees or the public.
9. Dishonesty or stealing.
10. 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.
11. Inattention to duty, carelessness, or gross negligence in the care and handling of Health District property.
12. Loss or misuse of Health District funds or property.
13. Improper or unauthorized use of District vehicles or equipment or misappropriation of supplies or personal use of District equipment.
14. Damage to public property or waste of public supplies through misconduct or gross negligence. Destroying or willfully damaging the property of the District or another employee.
15. Furnishing false information to secure employment. Willfully falsifying or withholding material information on personnel questionnaires, personnel records, employment applications, production or work performance reports, or any other records and reports.

16. Falsification of timecards or other time and attendance records or signing/altering another employee's timecard without proper authorization.
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.
18. Violation of the provisions of these rules, regulations, and policies or any written policies that may be prescribed by the District.
19. Outside work that is unauthorized, or which detracts from the efficiency of the employee in the effective performance of Health District functions.
20. Failure to obtain or maintain necessary qualifications, certificate, permit, or license, which is required as a condition of employment.
21. Driving record that indicates poor or unacceptable driving habits that may create a liability for the District for those employees required to operate vehicles.
22. Conduct which discredits the District or Health District personnel.
23. Malfeasance, misfeasance, nonfeasance or misconduct toward the District, the public, or fellow employees.
24. Sleeping while on duty.
25. Failure to comply with the written operational procedures of the District.
26. Violation of safety requirements or procedures.
27. Possession of firearms or other weapons on District property whether owned or leased or carrying any weapon while on duty.
28. Actual or implied violence or intimidation towards District employees, clients, or the public or threats of violence.
29. Use of threatening, profane, or abusive language.
30. Engaging in horseplay, disorderly or illegal conduct, including deliberately delaying or restricting production or interfering with the work of others.
31. 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. Interference with any employee's work duties.
33. Retaliation against another employee for participating in protected activities.
34. Bullying or starting/perpetuating false rumors about clients and or other employees.
35. Entering an employee entrance of any District building without swiping/clicking badge to entry system identified as "piggy backing" or "tailgating~~.~~".
~~35.~~36. Knowingly giving access to a secured area or district building to a person, excluding guests who checked in with security.

Disclosure of Unethical, Illegal, Fraudulent Behavior

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:

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;
2. An abuse of authority;
3. Of substantial and specific danger to the public health or safety; or
4. A gross waste of public money.

Improper governmental action shall not be deemed to include any matter which is solely personal or disciplinary in nature. 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. 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.

The provisions of this handbook 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.

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 current collective bargaining agreements.

Appeal of a First or Second Written Warning

An appeal shall be made in writing and received by CHRO or designee within ten (10) working days of the disciplinary notice and state the reason why the employee is disputing the Documented Verbal Warning or Written Warning.

The Division Director or designee shall have a meeting with the employee, Human Resources, and the union representative (if applicable), within ten (10) working days of receiving the appeal of the Documented Verbal Warning or Written Warning.

The Division Director or designee will have ten (10) working days to provide a written statement with a decision upholding, modifying, 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.

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.

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

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.

The Division Director or designee shall have a meeting with the employee, Human Resources and the union representative (if applicable), within ten (10) working days of receiving the disciplinary grievance.

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.

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.

The time limits 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.

Political Activities

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

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

- District employees are encouraged to exercise their rights as citizens to vote.
- District employees must not solicit funds for a campaign or pressure others to.
- District employees shall not wear campaign paraphernalia during the workday or display political items in the work area.

Benefits

Holidays

The District observes (is closed) and allows time off with pay for the following holidays:

- New Year's Day
- Martin Luther King's Birthday
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Nevada Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Workday directly before or after Christmas (depending on day of the week for Christmas)
- Christmas
- Personal Day

Holiday Pay

Full-time regular employees are eligible for holiday pay from the first day of employment.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums and the employee's regularly scheduled hours. Holiday hours are not considered worked hours.

If any holiday listed above falls on a Sunday, the Monday following shall be observed as a legal holiday. If any holiday listed above falls on 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 the additional hours equivalent to that scheduled workday off in that work week as their paid holiday, holiday bank time or the location may close another day.

Employees shall be entitled to one (1) personal day per calendar year which will be credited January 1st of each calendar year. Use of the personal day must be scheduled in advance in and approved by the employee's immediate supervisor. Personal days 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. Any full-time employee hired between September 1-30, will be eligible to rollover their personal day until March 31 of the following calendar year.

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.

Any employee scheduled to work or called back on a holiday will be paid holiday in addition to overtime or compensatory time earned. Exempt employees who are required to work at least fifty percent of their normal scheduled work hours on a holiday will receive one full day of holiday bank time.

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

Vacation

The District recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The organization provides paid vacation time to full-time employees for this purpose, and employees are encouraged to take vacation during the year.

Full-time employees will accrue paid vacation according to the following schedule:

Service Period	**Monthly Vacation Accrual**
First Calendar Year (0-1 year)	80 hours per annum (.03846 hours per paid hour)
Calendar Years 1–8	120 hours per annum (.05769 hours per paid hour)
Calendar Years 8–13	144 hours per annum (.06923 hours per paid hour)
Calendar Years 13 and over	160 hours per annum (.07692 hours per paid hour)

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 based on hours worked. Unpaid hours shall not be used to compute vacation accruals.

Employees may not take paid vacation until they actually have earned or accrued the vacation time. New employees accrue paid vacation at the start of employment but may not take any vacation until they have completed at least three months of employment.

Employees should submit vacation ~~request~~requests to their supervisor at least two weeks in advance of the requested vacation date; however, they may request up to six months in advance. Vacation may be scheduled in increments of 1 hour to full days, but must be pre-approved by management. Absences not specifically covered by the provisions of this handbook may be chargeable to vacation leave after approval of the division director or section manager, to the extent that vacation leave has been accrued.

Employees can carry over up to twice their vacation leave allocation; maximum accumulation is as follows:

Years of Service	Maximum Accumulation
0-1 Year	160 hours
1-8 Years	240 hours
8-13 Years	288 hours
13+ Years	320 hours

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 Donation bank, within the requirements of this program. Exceptions to the above require in writing approval by the District Health Officer.

Upon the death of an active employee of the District, a lump sum payment for accrued vacation leave will be made to the employee's estate or beneficiaries if a beneficiary designation has been filed.

Employees whose terminate employment will be paid in lump sum for unused accrued vacation leave through date of the termination.

Vacation Buy-Back

Upon written request and subject to the following conditions, employees may be paid for accrued but unused vacation not to exceed a maximum request of one hundred twenty (120) hours. To be eligible, employees must have a minimum of forty (40) hours of accrued unused vacation hours remaining after the buy-back. Vacation hours will be paid at the employee's current rate of pay at time of buy-back.

An employee can buy-back accrued vacation in forty (40), eighty (80) hour or one hundred twenty (120) hour increments twice a year, in April and October, not to exceed a maximum of one hundred and twenty (120) hours per calendar year. Employees must have taken at least forty hours (40) of vacation leave ~~that calendar year~~within the last twelve (12) months. Employees must submit their request for buy-back with a deadline of April 1 for May buy-back payout and/or October 1 for November buy-back payout of each year on a form provided by Human Resources. Buy-back vacation leave shall be paid on the first ~~pay check~~paycheck of each May and/or November.

Sick Leave

The District recognizes the importance of time off from work for the employees' health and during time of illness. For this reason, the District provides regular, full-time employees with paid sick leave. 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. Employees are eligible to earn sick leave starting on their date of hire. There is no maximum accrual on sick leave.

Full-time employees are entitled to sick time as follows:

Years of Service	Annual Accumulation
0-~~10~~ 8 Years	96 hours
~~10~~8+ Years	120 hours

Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee has a bonafide illness, injury, or pregnancy, to care for an immediate family member or household member who has a bonafide illness, and dental and/or doctor appointments that cannot be scheduled outside normal working hours. 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 unpaid personal leave will be used. Employees shall have the option of using accrued compensatory time for sick leave purposes.

If an employee misses more than three (3) consecutive days because of illness, the District may require the employee to provide a Certificate of Illness in the form of a physician's certificate 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.

Employees may carry accrued sick days over from one year to the next. There is no limit on the amount of sick leave an employee can carryover from year to year.

If a non-bargaining employee leaves the District, they will be paid their accumulated sick leave, based on the criteria below, at the employee's base hourly wage at time of separation.

Employees hired **prior to** June 30, 2014, will receive:

- 100% of sick leave accumulated for the first 800 hours accumulated
- Plus 50% of sick leave accumulated from 801 hours through 1600 hours
- Plus 25% of sick leave accumulated over 1600 hours.

Employees hired **after** June 30, 2014, must complete a minimum of one (1) year of employment, and will receive:

- Full pay for a maximum of 800 hours

Upon the death of a person ~~in the~~ employed by~~of~~ the District, at the time of passing, 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 and in accordance with Nevada law.

Donated Leave

When an eligible employee has exhausted all accrued leave as a result of illness, injury, or bereavement, the eligible employee may file a request for donations of leave.

The Donated Leave Bank Program is available to all District employees excluding temporary and less than ~~half time~~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 and is subsequently awarded workers' compensation shall reimburse the Donated Leave Bank Program for all Donated Leave received that are covered by workers' compensation payments.

Leave Bank Eligibility:

Death of an Immediate Family Member: the employee may apply for up to forty (40) hours of donated leave. The District reserves the right to request proof of death.

Illness/injury of an eligible employee or a covered family member for whom the employee is a primary caregiver. The employee may apply for up to two hundred forty (240) hours of donated leave. 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. 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.

Individual employees may donate accrued sick leave, banked holiday hours or vacation time to a designated employee or the general leave bank by completing the Donated Leave Form and submitting it to the Human Resources Department. 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 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 and sick leave balance of at least forty (40) hours after the donation.

Leaves of Absence Without Pay

Division directors, the District Health Officer or designee may grant leaves of absence to regular employees when such leave is in the best interest of the employee and the District. An unpaid 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, leaves of absence are available on an unpaid basis if the employee does not have any accrued unused paid leave. Employees will be required to use any accrued vacation, sick leave, banked holidays or compensatory time, as appropriate, before going into an unpaid status.

Leaves of absence for thirty (30) calendar days or less may be granted upon the approval of the division director or designee. Leaves of absence over thirty (30) calendar days require the approval of the District Health Officer and are limited to a maximum of one hundred twenty (120) working days.

~~The District suspends credit for longevity and seniority, and vacation, sick, and retirement accruals do not occur w~~When any employee is on leave of absence without pay for thirty (30) consecutive calendar days or more~~.~~, the District suspends credit for longevity and seniority; in addition vacation, sick, and retirement accruals do not occur.

The District does not pay premiums for medical insurance coverage for employees on leaves of absence. For leave without pay, excluding approved FMLA time, employees may be offered COBRA after being on leave without pay for a full calendar month after thirty (30) consecutive calendar days.

It is the employee's responsibility to request the leave in writing to the employee's immediate supervisor copying HR Benefits, a minimum of two (2) weeks prior to the first day of requested leave. Unapproved taken leaves of absence may result in disciplinary action up to and including separation of employment.

Employees must provide 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.

Employees returning from a leave of absence (other than approved leave under FMLA) 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.

When an employee is placed on an unpaid leave of absence, excluding FMLA, 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~~ may be times when positions cannot be held open and it is not possible to guarantee reinstatement.

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 may be separated.

An employee who does not accept the position offered will be considered to have voluntarily terminated employment, effective the day such refusal is made.

Family and Medical Leave

The District complies with the federal Family Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The FMLA provides eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an employee first takes that type of leave.

Employees are eligible for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of "continuing treatment."

To apply for a leave of absence, contact Absence Resources:

- Website: www.absenceresources.com
- Mobile App: AbsenceResources Now (for GooglePlay or Apple iOS)
- Phone: 1-877-GO2-FMLA (1-877-462-3652) Fax: 877-309-0218
- Email: AbsenceCenter@absenceresources.com

Continuous Leave of Absence

~~Employees should note there are requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Employees should contact the Human Resources department to discuss options for leave.~~ Continuous FMLA leave is defined as consecutive days of protected leave. Employees should request an FMLA leave of absence when they are unable to work for four (4) days or more.

~~The FMLA requires eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an employee first takes that type of leave.~~

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, employees must provide notice as soon as practicable and generally must comply with the organization's normal call-in procedures. The organization may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice~~.~~

Any employee on FMLA leave must notify the District periodically, as requested by Absence Resources, of their status and intention to return to work. The District has the authority to determine how often the employee must provide this notification.

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 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 District's

operations. If the leave is foreseeable, the 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.

- Employees with approved intermittent leave will be required to contact both Absence Resources and Payroll when calling in for an intermittent day. Employee will be required to re-certify by providing required medical documentation at least every six (6) months. The District reserves the right to request re-certification any time deemed necessary

Military Family Leave Entitlements

Eligible employees with a spouse, child, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement permitting eligible employees to take up to 26 weeks of leave (which shall run concurrent with paid leave) to care for a covered service member during a single 12-month period. This period is always measured forward from the date an employee takes FMLA leave to care for the covered service member or veteran and ends 12 months after that date.

A covered servicemember is a current member of the armed forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

Child Birth, Adoption, or Foster Care Leave Limitations

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 employees are employed by the District, 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 their own serious health condition, or to care for a son, daughter, or spouse with a serious health condition.

Benefits and Protections during FMLA Leave

During FMLA leave, the District will maintain the employee's health coverage under any "group health plan" on at the same terms as if the employee had continued to work. When on unpaid leave, employees are required to pay the premiums to Human Resources, normally paid via payroll deduction. Upon return, the employee will make arrangements with HR to pay back any premiums missed during FMLA leave. ~~Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.~~

Reinstatement for highly compensated key employees may be different. Employees will be notified of their status as key employees, when applicable, after they request FMLA leave.

Use of Leave

If an employee wishes to return to work prior to the expiration of the approved FMLA leave period, they must notify ~~the supervisor~~ Absence Resources within 2 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 their 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.

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 their 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 to Absence Resources, ~~in writing, to the District. This written request should be made as soon as the employee realizes that they will not be able to return at the expiration of the leave period.~~prior to the last day of their approved leave.

~~**District Responsibilities**~~

~~The District will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required, as well as the employees' rights and responsibilities. If employees are not eligible, the District will provide a reason for the ineligibility.~~

~~The District will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employees' FMLA leave entitlement. If the District determines that the leave is not FMLA-protected, the organization will notify the employees.~~

Other provisions

Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employees' exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the District approved the employment under its Outside Employment policy and the employees' reason for FMLA leave does not preclude the outside employment.

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.

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 District has granted an additional (paid or unpaid) extension. (Note: Refer to the Districts' other leave policies.) Nothing in this policy these policies limits the District's obligations of reasonable accommodation under the Americans with Disabilities Act, as amended.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Medical Leave

The District may approve up to twelve (12) weeks of unpaid medical leave for 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 leave or those who do not meet the requirements for FMLA. This twelve (12) week leave will be inclusive of the 2-week extension offered with FMLA.

Eligibility:

- 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 their job for more than 4

consecutive weeks and which keeps the employee from work during an extended treatment and/or rehabilitation period.

- The employee must have submitted for and granted approval to take medical leave.
- For those unable to return after exhausting FMLA leave, an 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 leave, they must submit medical documentation to Human Resources.
- Employees must first exhaust all accrued paid leave before being eligible to go on an unpaid leave or request to receive donations from the leave bank or directed donations from other employees.
- If the employee is on unpaid leave, he/she will be responsible for submitting their entire monthly benefit payments to the Human Resource Department.
- Job protection under FMLA will cease during the extended ~~Organization~~ District Medical Leave period. Employees returning from ~~Organization~~District ~~-~~Medical Leave not returning to their position will be eligible for any vacant position for which they are qualified.
- Failure of an employee to return to work upon the expiration of an approved Organization Medical Leave of absence will subject the employee to disciplinary action, up to and including termination.

Paid Parental Leave

The District supports employees during the birth, adoption, or foster placement of a child by providing paid parental leave. This promotes family well-being while supporting employee retention and workforce stability.

Employees must meet the following criteria:

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

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

- The birth of a child
- The placement of a child through adoption
- The placement of a child through foster care

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

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

Military Leave

The District supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and the employee's supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

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 pay from the District for a period not to exceed fifteen (15) working days in any one (1) calendar year and this pay does not affect accrued vacation or sick time. The employee is also entitled to reinstatement upon completion of military service in accordance with applicable law.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of five years and still retain employment rights.

Bereavement Leave

Employees may take up to three (3) days for in-state and up to (5) days out of state/country (3 days plus 2 day of travel time) of paid bereavement leave upon the death of a member of their immediate family. Time must be used in full day increments. For purposes of bereavement leave only, "Immediate family member" is defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, parent-in-law, or grandchild.

The District may require verification of the need for the leave and confirmation of travel for out of state/country services. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis and it will be processed through Human Resources benefits program

To request bereavement leave, contact Absence Resources at

- Website: www.absenceresources.com

- Mobile App: AbsenceResources Now (for GooglePlay or Apple iOS)
- Phone: 1-877-GO2-FMLA (1-877-462-3652) Fax: 877-309-0218
- Email: AbsenceCenter@absenceresources.com

Payment for bereavement leave is computed at the regular hourly rate to a maximum of ten hours for one day. Time off granted shall not be credited as time worked for the purpose of computing overtime.

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

Additionally, employees may utilize up to 5 days of sick or other accrued leave for the purposes of bereavement and attending services for anyone that is close to the employee. This leave will solo be approved by the employee's supervisor via a time off request.

Pawternity

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

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

Jury Duty/Court Appearance

The District supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice, but no less than 3 days prior to appearing for jury duty.

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 submitted 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 with 5 hours or more remaining in their normally scheduled shift. Employees will receive time off for jury duty in accordance with applicable laws.

Employees cannot work within eight (8) hours before the time when the employee must appear for jury duty or between 5 p.m. on the day of their appearance for jury duty and 3 a.m. on the following day if their service lasted for four (4) hours or more on the day of their appearance for jury duty, including time traveling to and from court. If the jury duty/court appearance is scheduled on an employee's normal day(s) off, they will not receive pay for those days.

An employee who is serving as a witness and is not required to report to court until after the start of their workday or who is released from court before the end of his/her scheduled ~~work day~~workday shall report to work for the hours which are not required for court duty or for related travel time.

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.

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.

Employees subpoenaed to appear as a witness in civil, criminal, or administrative proceedings shall receive their regular pay, providing all witness fees or pay are returned to the District. This section does 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.

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 holiday banked time for appearance in court for personal business. In this instance, it will be the individual employee's responsibility to provide their supervisor with court documents showing need to appear and request time off, as appropriate.

Time Off for Voting

The District recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If for any reason an employee thinks this will not be the case, they should contact their supervisor to discuss scheduling accommodations.

Employees will be eligible for up to three hours paid leave to vote unless polls are open three hours before or after regular working shift. If you live equal to or less than 2 miles away from your polling place, you are granted 1 hour of civil leave.

Greater than 2 and equal to or less than 10 miles grants the employee 2 hours. Greater than 10 miles grants the employee 3 hours. The time off should be paid.

Leave for Parents of Children Enrolled in School

The District recognizes the importance of parents being involved in school activities for their children. Regular full-time and part-time (those working 800 or more hours per year) 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. Accrued vacation hours may be used, as appropriate. The employee may use the entitled leave time to:

- Attend parent-teacher conferences
- Attend school-related activities during regular school hours
- Volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours
- Attend school-sponsored events

The time for the leave must be mutually agreed upon by the employee and the District. The employee must request the leave at least 5 business days prior to the date on which the leave is to be taken. The employee may also be required to furnish documentation demonstrating they were present at the school activity for which the leave was provided.

Pregnant Workers' Fairness Act (PWFA)

The Pregnant Workers Fairness Act (PWFA) is a federal law that requires covered employers to provide "reasonable accommodations" to a qualified worker's known limitations related to pregnancy, childbirth, or other related medical conditions, unless the accommodation will cause the employer "undue hardship." An undue hardship is defined as causing significant difficulty or expense. 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, abortion, and recovery from loss or end of pregnancy.

The employee has the right to be free from discriminatory or unlawful employment practices pursuant to NRS 613.335 and Sections 2-8 of the act; and the right to reasonable accommodations for pregnancy-related conditions.

Domestic Violence Leave

Employees with more than three 3 months' service may be granted up to one hundred and sixty (160) hours of unpaid leave in any 12-month period for incidents related to domestic violence or sexual assault. Accrued sick and vacation hours can be used as

appropriate. The leave is granted to any employee, or a family or household member of the employee, who is a victim of domestic violence or sexual assault. The granted time must be used within twelve (12) immediate months following the date of the incidence of domestic violence or sexual assault. Such leave may be used for the diagnosis, care, or treatment of a health condition related to an act of domestic violence or sexual assault; to participate in court proceedings related to an act of domestic violence or sexual assault; to obtain counseling or assistance related to an act of domestic violence or sexual assault; and, to establish a safety plan, including, without limitation, and action to increase the safety of the employee or their family/household member from future acts of domestic violence or sexual assault.

Employees may be required to provide notice in order to take leave related to domestic violence or sexual assault. When possible, employees are expected to provide forty hours (40) advanced notice to use additional leave. An employee may be requested to provide documentation which supports their need for leave as well. This documentation can include, but is not limited to, a police report, applications for a restraining order, affidavit from an organization that provides services to victims of domestic violence or sexual assault, or documentation from a physician.

Employee Benefits

The District recognizes the value of benefits to employees and their families. The organization supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, refer to the District's Summary Plan Descriptions (SPDs), which are found on the District's intranet, or contact the Human Resources department. To the extent the information provided here conflicts with the SPD or full plan document, the full plan document will prevail.

Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 15 calendar days from date of hire. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Employees are eligible to add dependents to these plans. The District will contribute to the benefit on behalf of the employee. Dependents of District employees include a covered employee's spouse. The term "spouse" shall mean the person recognized as the covered employee's husband or wife under the laws of the state where the marriage was performed, and a license was issued. A covered employee's children from birth to the limiting age of 26 years. The term "children" shall include natural children, adopted children, children placed in the home for adoption pursuant to a court order, stepchildren, temporary or court ordered guardianship of minors, natural child of the covered grandfathered Domestic Partner, or children for whom a court has ordered coverage through a National Qualified Medical Child Support Ordered. Note that only Domestic Partnerships that were in the Plan prior to 2018 remain eligible.

Life and Accidental Death & Dismemberment (AD&D) Insurance

The District provides Basic Life and Accidental Death and Dismemberment (AD&D) insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following date of hire. The benefit is equal to the employee's annual base salary. The cost of this coverage is paid for in full by the District.

Long-Term Disability

Long-term disability benefits are provided to full-time employees working a minimum of 30 hours per week. If an employee becomes totally disabled and cannot work for an extended period of time, this coverage pays 60 percent of the employee's salary, up to $7,500. This is a voluntary benefit and is funded solely by the District. This benefit can begin as soon as one hundred and eighty (180) days following disability. The benefit may be paid until reaching the Social Security Normal Retirement Age as long as the employee is still unable to work due to a covered disability.

Supplemental Benefits

Flexible Spending Account

A Flexible Spending Account (FSA) uses pre-tax dollars to pay for qualified plan co-payments and coinsurance for medical, dental, vision, prescription, and certain over the counter medications.

Employees choose how much to contribute to their FSA on a calendar year basis up to the annual maximum allowed. Maximum contributions are determined and fixed by Clark County during open enrollment. Employees must re-enroll every benefit year.

This election is divided by the number of pay periods and deducted on a pre-tax basis from each paycheck within the year. TASC is our FSA administrator and issues a pre-loaded debit card with your elected amount.

Dependent Flexible Spending Account

This dependent FSA account allows the employee to pay for dependent care and adult care expenses on a pre-taxed basis.

Employees choose how much to contribute to their FSA on a calendar year basis up to the annual maximum allowed. Maximum contributions are determined and fixed by Clark County during open enrollment. Employees must re-enroll every benefit year.

This election is divided by the number of pay periods and deducted on a pre-tax basis from each paycheck within the year. TASC is our FSA administrator and issues a pre-loaded debit card with your elected amount.

Voluntary Life Insurance

~~Western Life Insurance offers e~~Employees are given the opportunity to purchase additional voluntary life insurance for themselves, spouse and children. Coverage can be elected in increments of $10,000 up to $750,000, with a guaranteed issue amount starting at $150,000, up to a maximum of $300,000 (not to exceed 4 times the employees' annual earnings), at date of hire. Rates are aged based. AD&D insurance may also be elected as an added benefit.

Short Term Disability

Short-term disability is a supplemental insurance offered to full-time employees working a minimum of 30 hours per week. Short-term disability is meant to bridge the 180-day period until long-term disability can cover an employee. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent (60%) of the

employee's salary, up to the policy limits. This is a voluntary benefit and is funded solely by the employee.

Short-term disability benefits may run concurrent with FMLA leave and/or any other leave where permitted by state and federal law.

Retirement Plan

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 (PERS) in accordance with Nevada Revised Statutes 286 and the Official Policies of the Public Employees Retirement System.

The District pays the entire contribution to PERS, as a local governmental agency. 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.

Additionally, employees are also eligible to participate in a 457(b)-plan allowing them to contribute up to 100% of their bi-weekly payroll toward additional retirement savings.

Tuition Reimbursement

An eligible employee of the District may, with prior approval of the division director and Chief Human Resources Officer or their designee, be granted tuition reimbursement for courses taken to improve quality of service to the District in the employee's current classification or to facilitate career development within the District.

To be eligible for reimbursement, degree courses must be offered on a quarter or semester basis by an accredited college or university. ~~Approved GED programs are also eligible for reimbursement up to a maximum of $2,250.~~ 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.

In order to be eligible to be reimbursed, an employee must be a full-time regular employee of the District for at least one (1) year.

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 up to the full amount the District paid for the course(s) and book(s). Reimbursement must be repaid on a prorated basis if the employee separates voluntarily less than 2 years following the completion of the course. This amount may be debited from the employee's final District paycheck.

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.

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 fifty percent (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. Please note that tuition is defined as only the cost of the class. No fees, such as technology fees, student fees, or health center fees, ~~that the GED program,~~ college, or university will be reimbursed.

Approved tuition reimbursement, not covered by grants and/or scholarships, 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 $4,500 per employee.~~

The District will reimburse the employee for fees paid for tuition and text books for approved courses, not to exceed $5250 per calendar year.

- Undergraduate level courses will be reimbursed up to $4700 maximum per calendar year with a maximum combined reimbursement for tuition and books not to exceed $5250.
- Graduate level courses will be reimbursed up to $4900 maximum per calendar year with a maximum combined reimbursement for tuition and books not to exceed $5250.

Trade certificates are eligible for reimbursement when the program is a postsecondary educational institution that provides hands-on training for specific skilled careers, focusing on practical skills rather than broad academic coursework.

- Trade certificates will be reimbursed up to $2500 per program up to an annual not to exceed $5250 annually.

Use of Personal Vehicles and Out of Jurisdiction Travel

When a District employee is required to utilize a private vehicle for District purposes, the employee shall receive 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 that calendar month.

For employees working a hybrid schedule (referring to working both in office and remote within the pay week), mileage will be paid as follows:

(1) Employees' "mileage worksite" should be determined by geographic location and they will be assigned to the closest SNHD location;

(2) Employees will deduct the amount of commuter miles from total miles driven for each applicable day (commuter miles, although not reimbursed, should be maintained on a monthly basis and included in the 200 or more miles calculation);

(3) Employees will not submit miles for the difference between their Central Assigned Office and mileage worksite when reporting to their Central Assigned Office at the beginning of their shift, ending their shift in the field or leaving their Central Assigned Office at the end of the assigned shift;

(4) Employees are not eligible for reimbursement of mileage when traveling directly from their home to their central assigned office, unless required to go their Central Assigned Office for an unplanned event;

(5) The District will assign employees work by geographic locations where possible;

(6) When additional fleet vehicles become available, employees with the highest mileage will be considered first;

(7) The District will do their due diligence to seek a location at the closest assigned mileage worksite to park assigned vehicles not being kept at the employees home.

Definitions for purposes of calculating mileage:

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

Commuter Miles – The miles between the employees established home and their assigned Mileage Worksite.

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

Mileage for District purposes shall include:

- Mileage driven during normal work hours on District business;

- Mileage driven from the employee's home to a work location(s) and home when working scheduled overtime or call back.
- Mileage driven to or from work, other than for scheduled overtime or call backs or for personal business during a workday is excluded from any form of mileage payment.

Employee Travel Out of Jurisdiction

All employees shall have their travel arrangements made in accordance with the established District travel policy.

Travel hours will be hours worked when:

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

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 in compliance with the District's Travel Policy.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of job related tasks or environment.

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. Any unsafe or hazardous condition must be reported directly to a supervisor or Safety Officer immediately. If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. 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.

Employees are required to submit to post accident drug and alcohol testing. Additionally, employees involved in any work-related motor vehicle accident ~~will~~ may be subject to a driver history record audit. Employees required to have a valid driver license in their classification will be subject to annual driving record ~~review and appropriate liability insurance record subm~~ittal. Employees required to have a valid driver license in their classification are required to report any change in drivers' license ~~or liability~~ coverage.

Workers' compensation benefits will run concurrently with FMLA leave. 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 7 weeks or 280 hours. Employees receiving full pay for the period of lost wage shall surrender additional or duplicate disability pay within 7 working days of receipt.

If an employee is still unable to work following the 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 wages. 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. The District may require the employee to be available for light duty work assignments, if appropriate.

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.

Employee Assistance Program

The employee assistance program (EAP) is a resource designed to provide highly confidential and experienced help for employees in dealing with issues that affect their lives and the quality of their job performance. The District wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

This free, comprehensive counseling service offers employees four (4) visits per issue each year and a 24-hour hotline answered by professional, degreed counselors.

The District encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the

information disclosed in their sessions is confidential and not available to the District, and the District is not given any information on who chooses to use the services. For questions or additional information about this program, employees may contact the Human Resources department.