

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

AND

SERVICE EMPLOYEE INTERNATIONAL UNION LOCAL 1107

SUPERVISORY UNIT

SEPTEMBER 1, 2018 to AUGUST 31, 2021

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into this 1ST day of September, 2018 by and between Service Employees International Union, Local 1107, hereinafter referred to as the "Union" and Southern Nevada Regional Housing Authority, hereinafter referred to as "SNRHA".

ARTICLE 2 INTENT

It is the purpose of this Agreement to provide the terms and conditions of employment of the employees covered by this Agreement and provide a responsible labor relations policy between SNRHA and the employees covered herein;

- To secure an orderly and equitable disposition of grievances which may arise under this Agreement; and
- To set forth the full and entire understanding of the parties reached as a result of good faith negotiations regarding the rates of pay, wages, hours, benefits and other terms and conditions of employment of the employees covered by this Agreement.

It is intended by the provisions of this Agreement that there be no abrogation of the duties, obligations or responsibilities of SNRHA or the Union expressly provided by federal law, state statutes and/or local ordinances, except as expressly limited herein.

SNRHA and the Union agree to jointly conduct training of management and supervisory personnel and all employees relative to the provisions of this Agreement within sixty (60) calendar days of final ratification of this Agreement.

ARTICLE 3 RECOGNITION

SNRHA recognizes the Union as the sole and exclusive bargaining representative for the bargaining unit consisting of all Supervisory, non-confidential employees of SNRHA as defined and listed in Appendix A, attached hereto and made a part hereof. Excluded from said bargaining unit are Non-Supervisory and confidential employees as defined in NRS 288 and listed in Appendix B.

The word "employee" or "employees" when used throughout this Agreement shall mean only those employees included in the bargaining unit as defined above and listed in Appendix A. It is agreed that the above list includes the Supervisory job descriptions known by the Union and SNRHA under this Agreement at the time of signing.

Each of the positions listed in Appendix A has a current Job Description of the duties and responsibilities of each employee. These Job Descriptions which are in effect at the effective date of this Agreement shall be incorporated herein. If SNRHA seeks to modify, or change any Job Description or Position, SNRHA shall provide written notice to the Union. To the extent SNRHA seeks to change the conditions of employment and/or rate of pay for any Job Description or Position,

SNRHA shall meet and bargain over the modification or change to any current Job Description or Position.

If SNRHA creates a new Job Description or Position not identified in Appendix A or B, including the rate of pay and job duties for such new Job Description or Position, it will provide written notice of such Job Description or Position to the Union Director of Public Sector. The Union shall have ten (10) business days to review and assess the duties of the new Job Description and Position and to notify SNRHA whether the new Position or Job Description is in the Bargaining Unit or not. If the Union does not respond within ten (10) days, SNRHA may implement this new Job Description or Position without further participation or consideration by the Union

When an employee is hired, promoted, demoted or placed in a different Job Position, to perform the duties and responsibilities of a Job Position set forth above, he/she shall be included in the bargaining unit.

As described herein, this contract covers a bargaining unit which was established pursuant to the procedures contained in NRS 288.

ARTICLE 4 EMPLOYEES DEFINED

It is the intent of SNRHA, whenever possible, to meet the staffing needs of SNRHA with bargaining unit employees. Non-bargaining unit employees will not be utilized with the intent to eliminate, erode, replace or avoid placement in bargaining unit positions. Operational needs or emergencies may necessitate the hiring of a Temporary Employee.

A Full-Time employee is a benefited bargaining unit employee who has completed the initial provisional period including any approved extension and who regularly is scheduled to work thirty (30) hours or more per week.

A Part-Time employee is a benefited bargaining unit employee who has completed the initial provisional period and who is regularly scheduled to work fewer than thirty (30) hours per week but is regularly scheduled to work at least twenty (20) hours per week.

A Provisional Employee is an employee, either a Full-Time employee or Part-Time employee, who has not yet completed the initial provisional period as defined in this Agreement, including any approved extension of the provisional period.

A Temporary Employee is any person employed for a specific period of time (normally not to exceed one hundred eighty (180) calendar days in a twelve (12) month period) to meet a need caused only by emergency work, heavy work load, or a prolonged absence of regular employees.

A Full-Time Employee, a Part-Time Employee, a Provisional Employee, or Temporary Employee shall be paid the appropriate hourly wage for each hour of work commensurate with the wage rate for that position.

A Temporary Employee may apply for any posted position under SNRHA's selection process.

Grant Funded Employees

A Grant-Funded employee is an employee that occupies a position funded by grant monies. Such employees accrue fringe benefits in the manner set forth in this Agreement. However, the term of employment is subject to the continuance of grant funds and such employees shall be terminated without rights to appeal when such funds are no longer available.

Such employees are covered under the terms of this Agreement with the sole exception of the following Articles: Article 44, Reduction in Force, as the term of employment is subject to the continuance of grant funds and such employees may be terminated without bumping rights, as provided in Article 44, Reduction in Force, when such funds are no longer available, or the project for which they were hired is completed. In such event, the affected employee may apply for any available position through SNRHA's normal recruitment process for which they qualify.

Although Grant Funded employees do not have the right to displace or bump regular employees of SNRHA, all other provisions of Article 44, as well as the Collective Bargaining Agreement apply to these employees.

In the event that funding for a given project has been reduced, as opposed to fully eliminated, and a partial reduction in force is to occur, such reduction shall be accomplished within the department and by Job Description, to the necessary level, by inverse order of seniority of the Grant Funded/project employees.

ARTICLE 5 EMPLOYEE RIGHTS

1. Neither SNRHA nor the Union shall interfere with the rights of the employees covered by this Agreement to become members of the Union, and there shall not be discrimination against employees because of lawful Union membership activity or status. The right to join and participate in authorized and appropriate Union functions shall be recognized as extending to participation in the management of the Union in the capacity of a Union Officer or Representative. (Pursuant to NRS 288).
2. The Union recognizes its responsibility as exclusive bargaining agent and agrees to fairly represent all employees in the bargaining unit. The right of the Union to charge non-members of the Union a reasonable service fee for representation and related activities shall be governed by applicable law.
3. Each employee shall have the right to review and photocopy materials contained in his/her personnel file. The employee shall notify the Human Resources Department in writing when they want access to their personnel file. The Human Resources Department shall provide that access in a timely manner but in no cases shall that period exceed two (2) business days. An employee may designate a representative to review all documents contained in the file if the Human Resources Department is provided with a written authorization from the employee designating the representative. The staff of the Human Resources Department

shall make copies of requested information once a written authorization is received from the employee or his/her designee. There shall be no charge for copies made up to a maximum of twenty-five (25) pages. Copies requested in excess of twenty-five (25) pages shall be charged a standard cost for copies (\$1.00 per page). There shall be only one (1) official personnel file and it will be located in the Human Resources Department, except for documents dealing with medical issues, matters subject to privacy issues, and documents covered by attorney-client privilege or work product, which will be maintained in separate files in the Human Resources Department. This file shall contain all official records and documents used to determine the qualifications of the employee and any disciplinary action taken and records and documents pertinent to the employment status and history of the employee. It is understood that the personnel file shall be made available to employees during normal business hours. Files containing medical information dealing with employee privacy will be made available to the employee or representative upon written request and authorization.

4. Each employee shall receive a copy of any formal performance evaluation, or any records kept in his/her personnel file concerning the employee's conduct, qualifications and/or performance, or any other materials of a disciplinary and/or derogatory nature, before such material is placed in his/her personnel file. The employee shall sign and date such material as proof of receipt, and said signature may not indicate that he/she agrees with the content. The employee shall have the right to respond in writing within ten (10) business days of the date such material is placed in the employee's personnel file, and to have such response placed in the personnel file. Due to extenuating circumstances beyond the employee's control, SNRHA may grant an extension of ten (10) business days to the employee to submit his/her written response for submission.
5. SNRHA shall not release information in employee personnel files beyond dates of employment and job title unless authorized in writing by the employee or required by law. All references inquiries should be referred to the Human Resources Department for response. Job related information and confirmations received by the Human Resources Department will be treated confidentially. The personnel record of each current or former employee or candidate for employment will be treated in confidence. Only the employee, legal counsel, Executive Director of SNRHA, immediate department head, immediate supervisor, or the Human Resources Department may review an employee's personnel file without authorization of the employee. In the written authorization, the employee shall designate what information in their personnel file the Union representative may and may not have access to. A Union representative shall have access to any employee's file upon SNRHA's receipt of the employee's written authorization.
6. Every employee, upon request, has the right to Union representation in any investigative interview for which he or she reasonably believes could be used as a basis for or that could lead to discipline. SNRHA is required to inform an employee of his/her right to Union representation.

If an employee requests Union representation, management will (1) stop the questioning until the representative arrives; (2) reschedule the interview; or (3) inform the employee that the interview will be rescheduled unless his or her right to a Union representative is waived.

A Union representative has the right to (1) speak privately with an employee before, during, and after an interview; (2) assist and counsel an employee during an interview; (3) interrupt an interview to clarify a question; and (4) provide information supporting an employee's case.

The employee has the right to (1) remain silent at the interview meeting until Union representation is present; (2) consult with the Union representative prior to the meeting with management; and (3) know the topic of the meeting/investigation.

ARTICLE 6 UNION RIGHTS AND OBLIGATIONS

SNRHA and the Union acknowledge the rights, obligations, and prohibited practices expressly provided by federal law, state statutes and/or local ordinances. In addition, the parties agree:

1. SNRHA and the Union recognize and agree that the activities conducted on behalf of the Union by its Officers, Stewards, Bargaining Committee members and Union Representatives are essential in fostering and promoting a positive and productive relationship between the Parties. SNRHA agrees that it will not in any manner or form, impose restrictions upon or subject such Union members to disparate treatment, discrimination or retaliation. SNRHA and the Union agree that employees eligible for membership in the Union shall be protected in the exercise of rights freely and without fear of penalty and reprisal, to form, join and participate in authorized and appropriate Union functions. SNRHA reserves the right to make necessary adjustments to schedules of Union Representatives to ensure the operational needs of SNRHA are maintained. Union Representatives will be designated by the Union. The Union is entitled to three (3) Stewards, including a Vice President and a Chief Steward. Representation should be spread equally amongst departments. These Representatives can perform normal Union representative duties and shall be allowed reasonable time necessary to investigate grievances, attend grievance hearings or conduct Union business. It is agreed that investigations of grievances and attendance at grievance hearings shall be conducted during normal working hours and those employees involved shall be compensated at their normal rate of pay. The Union shall notify SNRHA Human Resources Department in writing of the names of the Representatives who are appointed to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union. Grant employees are not allowed to work on non- grant related work or work on Union related activities.

2. Non-employee Representatives of the Union shall be admitted to the premises of SNRHA upon reasonable notice to the Executive Director, Deputy Executive Director or Human Resources Manager of SNRHA, to check on working conditions, assist in grievances and post notices regarding lawful Union activities in a manner that does not interfere with employees' performance of assigned duties. SNRHA agrees to provide an area where Union Stewards and representatives can meet in private with employees regarding grievances or consultation to determine if justification exists for a grievance. Union Representatives shall be allowed to post notices and communications on existing bulletin boards or areas used to communicate to employees, in accordance with Article 8, Bulletin Boards. Union

Representatives shall submit a written request at least forty eight (48) business hours in advance to SNRHA's Human Resources Department. SNRHA will respond within twenty four (24) business hours. If approved by SNRHA, Union Representatives shall be given access to SNRHA worksites to distribute literature to the employees. Employees shall be allowed to wear Union paraphernalia, buttons, lanyards, etc., so long as they are consistent with SNRHA's safety rules, SNRHA's dress code, and in compliance with applicable law.

3. All Union Representatives, including the Chief Steward and the Vice-President, shall submit a release time form prior to requesting time off to his/her immediate supervisor in order to receive release time from duty each time they conduct Union business. Representatives shall be relieved of duty and remain in paid status unless operational demands prohibit granting the request. Use of Representative time shall not be abused by the employee and use of said time will not be unreasonably withheld by the immediate supervisor. Employees may select other Union Representatives in the absence of the respective Representative who may be unavailable. If no Union Representative is available, SNRHA shall provide an employee a reasonable period of time to obtain a Union Representative.
4. Representative Release Time shall be considered time to perform Union business and shall include the investigation of grievances, representation of employees at meetings scheduled and held with management at any step of the grievance procedure, demotion/suspension/termination hearings, attendance at labor-management meetings, attendance at SNRHA Board Meetings and monthly Union Representative meetings.
5. For each separate contract year (September 1 - August 31) covered by the term of this Agreement, the Union will be allocated five hundred and forty (540) Union Release Time Hours which may be used without loss of pay for designated Union members to attend conferences, legislative sessions, conventions, and other Union business not specified in Section 4. These hours shall be split between the Supervisory and Non-Supervisory bargaining units at SNRHA at the discretion of the Union. If Union Release Time Hours are exceeded, the employee shall be given the option to use accrued leave or any leave without pay. Requests for union leave shall be evaluated using the same criteria as vacation requests and will not be unreasonably denied. SNRHA shall not be responsible for any industrial injury claims resulting from activities performed on behalf of the Union away from SNRHA locations during normal work hours.
6. The Union shall be allowed thirty (30) minutes during new employee orientation for the purpose of orienting new employees to the Union and its structure. The time may not be used to make personal attacks or unfavorable comments regarding the administration and/or operations of SNRHA. When an employee is hired into a Job Position in the bargaining unit, SNRHA shall notify that employee that the Union is the exclusive representative and shall give him/her a copy of this Collective Bargaining Agreement.
7. SNRHA agrees not to honor any check off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organizations representing employees for the purpose of negotiation for wages, hours and working conditions, and other fringe benefits for its members unless otherwise authorized by the Local Government Employee Management Relations Board.

8. The Parties agree that negotiation dates will be established as far in advance as possible. The Parties agree that bargaining sessions shall be set at dates and times that are mutually acceptable. The Union shall be entitled to designate up to eight (8) bargaining team members to assist with bargaining sessions. If bargaining sessions occur during any part of the regular business hours, eight (8) union committee members shall be compensated as time worked with no loss of wages or benefits.
9. The Union agrees to indemnify, defend and hold SNRHA harmless against any and all claims or suits that may arise out of or by reason of action taken by SNRHA in reliance upon authorization cards or information furnished by the Union advising SNRHA to furnish monies to the Union submitted by the Union to SNRHA.
10. Dues deduction authorization shall be irrevocable for a period of one (1) year and automatically renewed each year thereafter commencing October 1. Authorization may be withdrawn by an employee during the month of October each year, provided the employee notifies both SNRHA and the Union in writing. To withdraw from the Union, the employee must notify the Union by certified mail at its corporate office. SNRHA agrees not to stop dues deduction until written notification is received from the Union. Failure to follow the proper procedure will not be honored. If dues deduction authorization is not revoked during such period, it shall continue until the following October. If an employee member transfers to another bargaining unit position, he/she shall be continued on the dues deduction rolls. It is understood that this Section applies to employees who are in the bargaining unit and that dues deductions cease for employees who transfer or promote out of the bargaining unit or who terminate their employment with SNRHA. The Union must notify Human Resources in writing once they receive any certified notice to change deductions. This will ensure deductions are stopped in the next pay period after receiving this notice.
11. The Union will certify through SNRHA's Human Resources Department, in writing, the current rate of membership dues. Once the Union provides a dues deduction form to SNRHA, SNRHA will make every reasonable effort to honor the dues deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the dues deduction form.
12. Dues shall be remitted to the Union and deducted from employees by SNRHA on a bi-weekly (every two (2) weeks) basis coinciding with the pay periods of SNRHA, together with a list of employees and the last four digits of their social security numbers. The information shall be in computer readable electronic form and the encrypted file shall be e-mailed to the Union.

The report shall contain header information and be set up so that position "1" is the first position (not position "0"). The positional formatting shall be as follows:

POSITIONS 1-13	Last four (4) digits of the Social Security Number with the dashes and a unique six (6) digit employee identifier;
POSITIONS 14-54	Name as last, first name; and
POSITIONS 55-60	The dollar amount of the remittance without a dollar sign, left unjustified;

13. SNRHA will deduct from each employee's check an amount voluntarily authorized for the COPE (Committee on Political Education) and submit same bi-weekly (every two (2) weeks) to the Union. Once the Union provides an authorized deduction form for the COPE (Committee on Political Education) to SNRHA, SNRHA will make every reasonable effort to honor the COPE deduction by the next payday of the month. However, in no event shall the deduction be accomplished later than the second (2nd) payday following the receipt of the COPE deduction form. COPE deductions shall be remitted to the Union and deducted from employees by SNRHA on a bi-weekly (every two (2) weeks) coinciding with the pay periods of SNRHA.
14. SNRHA shall provide by the fifteenth (15th) of each month to the Union the following:
 - A. A separate report identifying new hires, temporary or seasonal employees, current bargaining unit eligible employees, terminated employees, job position changes for employees (promotions, demotions and transfer of Positions) and transfers;
 - B. Each report shall be submitted in alphabetical order and in an available format requested by the Union. This report shall be in computer-readable form containing header information and a field record layout and the encrypted file shall be e-mailed to the Union;
 - C. Each report shall list the following information: employee's name, the last four (4) digits of their social security number and their unique six (6) digit employee identifier, home address, member/non-member status, classification (job title), employment (full or part-time), department name, work location, work phone number, shift, date of hire, and wage rate;
 - D. Position changes (promotions, demotions, transfer of Position), in addition to the information identified in Section C above, shall identify the previous Position and the new Position, and the effective date of the change;
 - E. Transfers, in addition to the information identified in Section C. above, shall identify the previous department, the new department, and the effective date of the transfer; and
 - F. All information is furnished for the exclusive use of the Union and shall not be used for any other purpose or be given to any other person or organization without the express written approval of the employee involved.
15. The parties agree to work together to monitor the use of Union Release Time Hours allocated in Section 5 of this Article by conducting quarterly meetings to review approval and usage of same. After a review period of one (1) year from the signing of this Agreement and if mutually agreed upon, the parties may enter into a MOU subsequent to the signing of this Agreement to either increase or reduce the amount of hours allocated and agreed upon in section 5 of this Article.

**ARTICLE 7
NON-DISCRIMINATION**

SNRHA agrees not to discriminate against any employee because of his/her membership in the Union or because of his/her Union activities.

The Union agrees that it will not attempt to force or intimidate anyone into joining the Union.

SNRHA and the Union agree that they shall not discriminate against any employee on the basis of race, religion, color, sex, sexual orientation, age, disability, gender identity and expression, veteran status (special disabled veterans, disabled veterans and Vietnam-era veterans), marital status, national or ethnic origin, except bona fide occupational qualifications, or any other characteristic protected under applicable federal or state law.

All employees have the right to a work environment free from intimidation and harassment.

Alleged violations of the foregoing paragraph three (3) of this Article shall be subject to the grievance procedure set forth in Article 14, but no grievance will be referred to arbitration unless: (1) the claim has not been previously asserted in federal or state court, or the NERC/EEO complaint procedure, and (2) the grievant signs an agreement that arbitration will be the exclusive forum for such claim and waives his/her right to pursue such claims in court.

Nothing in this article shall require the Union to process or refer to arbitration any grievance which, in the sole, good faith judgment of the Union, is not meritorious.

**ARTICLE 8
BULLETIN BOARDS/COMMUNICATION WITH THE MEMBERS**

SNRHA agrees to provide a bulletin board at each work site so that the Union can use the board to post meeting notices, Officer or Representative election notices and results or other information that is of interest to the membership. The Supervisory and Non-Supervisory bargaining units shall use the same bulletin board(s).

1. SNRHA shall provide reasonable space on a designated bulletin board, in a readily accessible area at each work site to the Union for posting of materials related to Union business. The bulletin board shall be a minimum size of three (3) feet by four (4) feet where space is available or smaller if installation space is limited. The cost to purchase and install these bulletin boards shall be borne equally by the parties. Any materials posted must be dated and initialed by a Union officer or his/her designee, and a copy of all materials posted must be provided to the Human Resources Department prior to the time of posting.
2. Union notices relating to the following matter may be posted without the necessity of receiving the Human Resources Department's prior approval:
 - a. Union recreational and social affairs;
 - b. Notice of Union meetings;
 - c. Union officer and committee appointments;

- d. Notice of Union elections;
 - e. Results of Union elections;
 - f. Reports of standing committees and independent arms of the Union; and
 - g. Union Authorized Publications, rulings or policies of the Union, prepared by the Union or its International. The Union is responsible for removing Union postings.
3. All other notices of any kind not covered by (a) through (g) above must receive prior approval of the Human Resources Manager. It is also understood that no material may be posted on bulletin boards at any time which contains the following:
- a. Personal attacks upon any other member or any other employee;
 - b. Scandalous, scurrilous or derogatory attacks upon the administration;
 - c. Scandalous, scurrilous or derogatory attacks upon a candidate for a partisan political office.
4. The Union will be permitted to use SNRHA's email distribution system once per month, for the purpose of sending information set forth in paragraphs 2(a) through 2(g) above to members regarding Union Business as it relates to SNRHA and the members. The information sent shall be limited to information referenced in sections 2(a) through 2(g) above. Prior to distribution of information, the Union agrees to submit a copy of the information to the Human Resources Department. The Union Officer or his/her designee shall be given access to SNRHA's email once per month to distribute the information. The Human Resources Department agrees to allow information to be disbursed via SNRHA email distribution system within three (3) business days of receiving information submission.
5. Any employee found defacing, destroying, removing, or placing disparaging remarks on any bulletin board, or on any authorized bulletin, or document posted on either the Union's or SNRHA's bulletin board will be subject to disciplinary action.

ARTICLE 9 LABOR/MANAGEMENT COMMITTEE

The parties shall establish a joint Supervisory Labor/Management Committee composed of four (4) members. The composition shall consist of two (2) bargaining unit members and two (2) members of Executive Management.

The Union shall appoint those members of the Committee that are supervisory bargaining unit members, and SNRHA shall appoint those members of the Committee that are excluded from the bargaining unit(s).

The Committee shall meet on a regular basis with the first meeting being scheduled within forty-five (45) days after the effective date of this Agreement and continuing at least once every six (6) months thereafter, or more frequently, as needed. Executive Management shall select an executive member to serve as Committee Secretary. The Chairperson of the Committee shall be elected each year, and shall alternate between Management and Union representatives on the Committee. The Committee meetings shall be held at SNRHA during regular work hours at a

mutually agreeable time and on mutually agreeable dates. The purpose of the Committee meetings shall be to:

1. Discuss the general administration of this Agreement;
2. Promote regular dialog between the parties and memorialize agreements;
3. Discuss updates and/or changes in the benefit packages provided pursuant to this Agreement;
4. Discuss budgetary matters to provide transparency; particularly in the area of the use of temporary or contracted workforce;
5. Provide notices to Union/Management as required by this Agreement;
6. Discuss updates and/or changes in SNRHA Policies;
7. Discuss other matters of concern to the parties, excluding pending grievance(s) and arbitration matters; and
8. All other responsibilities outlined in the Collective Bargaining Agreement.

To facilitate the adjustment of work schedules, the committee will notify all members and their immediate supervisors of the dates and times of committee meetings immediately upon the parties reaching mutual agreement as to the date and times of any such meeting.

Union committee members shall not lose pay for the time spent in any meetings authorized by the Provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked.

The agenda shall be established and distributed to committee members one (1) week prior to the meeting by the Chair of the Committee. Approved minutes from all meetings shall be forwarded to the Executive Director and Chief Steward by the Committee Secretary.

Representatives will be allowed as observers in these meetings by both parties as long as their attendance is mutually agreed upon.

ARTICLE 10 HEALTH AND SAFETY

If an employee believes that a working condition exists that may be hazardous to his/her health or welfare, he/she must immediately contact his/her immediate supervisor.

The employee and the immediate supervisor shall expeditiously investigate the situation. If after investigation it is determined that an unsafe working condition exists, then immediate efforts shall be made to correct the situation and Risk Management will be notified. If the situation is not

corrected, Risk Management will take the lead to resolve the situation and a Union Representative will be contacted.

It is agreed that no employee shall be required to work in a situation that has been determined to be unsafe.

Section 1

SNRHA understands that it has the sole responsibility to provide a safe workplace and to correct health and safety hazards, and that nothing in this Agreement shall imply that either the Local or the International Union has undertaken or assumed any portion of that responsibility.

Section 2

The existing Labor-Management Health and Safety Committee established pursuant to NRS 618.383 shall be composed of an equal number of management and Union representatives, with each party appointing three (3) members of its choosing with the chair being taken by the Union and management in alternate meetings. The Union will select its own representatives and Union committee members shall not lose pay for the time spent in any meeting authorized by the provisions of this Article. Time spent in any meeting authorized by the provisions of this Article shall be counted as time worked.

Section 3

SNRHA agrees to comply with all local, state and federal health and safety laws, regulations and guidelines. Special protective devices, wearing apparel and other equipment, coveralls, goggles, and hard hats (excluding shoes), determined by SNRHA Safety Committee or appropriate Governmental Agency to be necessary for protection from accident and health hazards, shall be provided by SNRHA. Where such protective devices are required for the safety of employees, the employees must wear them while working or in the required area.

The agenda shall be established and distributed to committee members one (1) week prior to the meeting by the Committee Chair and approved minutes shall be provided to the Executive Director and Chief Steward by the Chairperson.

ARTICLE 11 PROVISIONAL PERIOD

All employees hired into full-time, part-time, temporary, and grant funded positions covered by this Agreement shall be considered as provisional employees until they have completed one hundred and twenty (120) calendar days of employment. Upon mutual consent and agreement between the parties, a provisional employee's provisional period may be extended for cause but in no case shall the Provisional Period be extended for more than thirty (30) days, at which time a determination shall be made of successful completion of the provisional period and continued employment.

Non-provisional period employees who voluntarily transfer, voluntarily demote, or promote, shall serve a provisional qualifying period. This qualifying period shall be one hundred and twenty (120) calendar days for Non-Supervisory positions and one hundred and eighty (180) calendar days for supervisory positions (i.e., work performance, attendance, and conduct).

During any provisional period, employees will not be granted any other open position with SNRHA.

Non-provisional employees promoted or transferred to new positions shall have the right to return to his/her previous position within fifteen (15) business days, without loss of seniority.

Initial provisional employees may be disciplined or discharged with or without cause and without recourse to the grievance procedure.

ARTICLE 12 SENIORITY

An Employee's seniority shall commence on the employee's most recent date of hire. An employee whose employment terminates for any reason shall lose his/her seniority. Only a reinstated employee who has been laid off by SNRHA or reinstated due to the grievance procedure shall have his/her seniority restored and have the time count toward the accrual of seniority.

For the purpose of layoffs, Article 44 will apply.

ARTICLE 13 DISCIPLINE AND DISCHARGE PROCEDURES

Employee Conduct

It is expected that all SNRHA employees provide quality customer service and, therefore, high standards of conduct are essential. No employee that has completed their probationary period shall be disciplined, unless such discipline is for just cause.

Improper conduct shall be cause for disciplinary action. The following actions/occurrences which occur in the workplace remain as a permanent part of all employee files and may be used for future actions:

- Last Chance Agreements
- Theft
- Fraud
- Workplace Violence
- Title VII

Discipline and Discharge Procedures

SNRHA has the right to discharge or otherwise discipline an employee for just cause at any time. Discipline involves actions taken by the employee's supervisor(s) within ten (10) working days

for each infraction in situations where specific job-related employee behavior or performance is unacceptable in that the employee has violated the employer's established work rules and/or performance standards and it is the intent of the employer to document the infraction(s).

Discipline shall be progressive from minor to major forms of disciplinary actions dependent upon the seriousness of the offense. Serious violations of conduct or performance standards, such as dishonesty, insubordination, theft, misappropriation of company or client property including confidential information and trade secrets, engaging in any form of prohibited harassment, possession of firearms or any other weapon on company property, facilities or parking lot, willful misconduct, drunkenness, drinking or being under the influence of alcohol or any illegal substances and/or the abuse of prescription medication during normal work hours, walking off the job, physical violence, or participating in a work stoppage in violation of this Agreement, may result in discipline other than the steps or progressive discipline set forth above. SNRHA shall provide the Union with a copy of any discipline issued by SNRHA in writing within seven (7) work days of the issuance of the discipline unless the employee directs SNRHA not to provide a copy to the Union.

The employee has the right to resign their employment at any time. Consistent with the provision of this Article, an employee will be subject to a disciplinary/discharge process which will include the following:

1. **COACHING/COUNSELING:** When an employee's performance or conduct falls below standard, the employee's supervisor shall discuss the matter with the employee, outline corrective action required and discuss means of bringing the employee's conduct or behavior up to an acceptable standard. The goal of coaching and counseling is to work with the employee to solve performance problems and improve the work of the employee, the team and the department.
2. **DOCUMENTED ORAL WARNING:** If the employee's performance or conduct does not improve, a documented oral warning will be administered and a written record of these meetings shall be kept by the supervisor and signed by the employee as having been received. Although documented oral warnings are not subject to the full disciplinary procedure, an employee who receives a documented oral warning, may, within five (5) working days of receipt of the documented oral warning, submit a rebuttal in writing, which shall be attached to the warning. Such rebuttal comments must be restricted to the specific warning in question.
3. **WRITTEN WARNING:** In any situation where a coaching/counseling and a documented oral warning have not resulted in correction of the performance or conduct issue, a warning shall be prepared outlining the nature of the problem, stating actions required in writing that are to bring behavior and/or performance up to standard and stating a minimum time within which to comply. A copy of the written reprimand shall be furnished to the employee, and a copy shall be placed in his/her personnel file.
4. **SUSPENSION:** When other forms of disciplinary or corrective action have proven ineffective, or when the seriousness of the performance or conduct warrants, the Executive Director or his/her designee shall be authorized to suspend an employee with or without pay. Any action to suspend shall be in writing outlining the nature of the problem. A copy shall be furnished to

the employee, his/her supervisor, the appropriate Department Head, and the Executive Director. A copy shall be furnished to the Human Resources Department for placement in the employee's personnel file. Suspensions shall not exceed three (3) days depending on the seriousness of the offense, for infractions of written work place rules and/or policies for exempt and non-exempt employees as defined in the Fair Labor Standards Act, unless otherwise stipulated in this Agreement, i.e. Article 28. Suspensions will take effect immediately after the imposition of the suspension, approval of the Executive Director or designee and the period of suspension shall run consecutively from that point. In the event of a work performance related suspension of an exempt employee as defined in the Fair Labor Standards Act, said suspension shall not exceed five (5) days and shall take effect the immediate following week to maintain the exempt status pursuant to the Fair Labor Standards Act. This suspension will not deprive the employee of any pay or benefits other than the period of the suspension and will not include holidays. Except in cases involving theft, fraud, violence, harassment or a threat to others, a suspension by SNRHA shall be with pay until a complete investigation is done by SNRHA.

5. **DEMOTION:** The Executive Director or his/her designee shall also be authorized to demote an employee to a lower classification or to discharge the employee when other forms of disciplinary or corrective action have proven ineffective or when the seriousness of the offense or condition warrants.

The employee has the right to resign their employment at any time. Consistent with the provisions of this Article, an employee will be subject to the disciplinary/discharge process which will include the following:

An employee who is disciplined, demoted or discharged shall have the right to file a grievance under the Grievance and Arbitration Article of this Agreement. If a grievance is filed by the Union or on behalf of an employee who has been disciplined, demoted or discharged, SNRHA and the Union will exchange copies of any and all documents or statements regarding the disciplinary action within five (5) working days following the issuance of the discipline.

If it is deemed advisable by SNRHA to suspend an employee without pay pending discharge prior to a thorough investigation, said employee shall be paid administrative leave for all days missed, if reinstated.

In such event, however, SNRHA shall conclude the investigatory process within ten (10) working days from the date the employee is suspended pending discharge, unless the employee being investigated fails to submit documentation in their possession pertinent and/or material to the investigation when such documentation or information would be indicative as to the guilt or innocence of the employee, or if SNRHA is unable to conclude the investigation as a result of extenuating and unforeseen circumstances clearly and conclusively beyond the control of SNRHA. In the event the investigation is not concluded in the prescribed time period, the employee shall be paid administrative leave beginning after the tenth working day so long as the delay is not caused by employee.

6. **REMOVAL OF DISCIPLINE FROM EMPLOYEE PERSONNEL FILE:**

Upon written request of employee to the Human Resources Department, any written warnings, documented oral warning, coaching and counseling reports, and/or disciplinary conference notes, except for those concerning Last Chance Agreements, theft, fraud, workplace violence, misconduct, dishonesty, and Title VII, shall be removed from the employee's personnel file and shall not be used in future disciplinary matters. The following timeline will be used as a guide to implement removal of records from employee's personnel file:

1.	Coaching and Counseling records	12 months
2.	Documented Oral Warnings	12 months
3.	Written Warning	36 months
4.	Suspension	36 months

In accordance with this guide, once requested by the employee, (1) issues related to the guide prior to the request will be null and void, and (2) will not be used or referenced in any future disciplinary matters. In the event an employee fails to make a written request as referenced above, the expired discipline(s) may not be used in any future disciplinary proceedings.

Although Coaching/Counseling records and Documented Oral Warnings are not subject to the full disciplinary procedure, an employee who receives Coaching/Counseling or a Documented Oral Warning may, within five (5) days of receipt of the Coaching/Counseling or Documented Oral Warning, may submit a rebuttal in writing, which shall be attached to the Coaching/Counseling records or Documented Oral Warning. Such rebuttal comments must be restricted to the specific Coaching/Counseling or Documented Oral Warning in question.

Any discipline related to Last Chance Agreements, theft, fraud, workplace violence, misconduct, dishonesty, and Title VII discrimination will remain in their file.

The permanent file which is maintained in the Human Resources Department is recognized as the employee's "personnel file" for the purpose of this Agreement.

**ARTICLE 14
GRIEVANCE AND ARBITRATION PROCEDURE**

The purpose of this grievance procedure is to provide a method to resolve a dispute between the parties as to the interpretation or application of the express terms of this Agreement. Discipline subject to the grievance procedure is defined as a written reprimand, suspension, demotion, or involuntary termination.

Step 1: PRE-GRIEVANCE PROCEDURE

Before a formal grievance is filed, and within ten (10) calendar days after the grievant receives notice (written or verbal) of the written reprimand, suspension, demotion, involuntary termination, or other grievable issue, the grievant and/or the Union shall notify SNRHA of the dispute. Within ten (10) calendar days from the notice of the dispute, the parties shall engage in

discussion between the grievant, the grievant's immediate supervisor, Department Head, and the Union in an attempt to resolve the matter prior to filing a formal written grievance. SNRHA, grievant and/or the Union must provide all documents related to the grievance and/or dispute. SNRHA will respond to the Pre-Grievance discussion in ten (10) working days of the grievance moves to Step 2. Step 1 can be passed over to Step 2 in termination cases.

Any grievance or dispute which may arise between employee grievant, the Union or SNRHA and that is not resolved in Step 1 above shall be processed in the following manner:

SNRHA or the Union has the right to file a written grievance alleging a violation of the Agreement within ten (10) working days after completion of Step 1 above. If a grievance is not filed or processed in accordance with the time limits herein, it shall not be subject to the Grievance and Arbitration Procedure, unless the parties have mutually agreed to extend time limits in writing.

STEP 2: GRIEVANCE PROCEDURE

A written grievance shall be filed within ten (10) working days of the completion of Step 1 above or within ten (10) working days of the notice of termination by SNRHA.

After completion of Step 1 above, if applicable, or the filing of a written grievance, the Union, for itself or on behalf of employee grievant, who believes that he/she has a grievance, shall request a formal meeting with a Department Head selected by SNRHA of a different department to discuss the grievance. The grievant, or the Union on behalf of the grievant, is required to complete a grievance form and submit a copy his/her Department Head and a copy to the Human Resources Department. The grievance shall be submitted on a form mutually agreed upon by both parties and shall state the specific provision(s) of the Agreement alleged to have been violated and the remedy sought. The grievant may be represented at the meeting by a Union representative of their choice. The Department Head selected by SNRHA shall schedule and hold a meeting with the grievant and Union representative to discuss his/her grievance within ten (10) working days of the request. At the meeting SNRHA and the Union agree to produce and exchange all relevant documents and information to support the position of SNRHA and the Union or grievant. The selected Department Head shall give an answer in writing within ten (10) working days following such meeting. In the event the Department Head does not respond within the ten (10) working days as herein provided, the grievance shall be considered sustained in all respects and the requested remedy shall be promptly implemented.

STEP 3: If the grievance is not satisfactorily resolved by the Department Head in Step 2, the grievant or the Union on behalf of the grievant, shall provide a copy of the grievance form to the Deputy Executive Director or Executive Director within ten (10) working days of the answer of the Step 2 meeting. The Deputy Executive Director or Executive Director shall schedule and hold a hearing within ten (10) working days of receipt. The Deputy Executive Director or Executive Director shall give an answer in writing within twenty (20) calendar days following such hearing. In the event the Deputy Executive Director or Executive Director does not respond within the twenty (20) calendar days as herein provided, the grievance shall be considered sustained in all respects and the requested remedy shall be promptly implemented.

In the event the Deputy Executive Director and Executive Director are unavailable due to vacation, illness or similar circumstances, the parties mutually agree to hold the grievance in abeyance until such time as the Deputy Executive Director or Executive Director is available. Under no circumstances shall the period of abeyance exceed twenty (20) working days after the Step 3 hearing.

STEP 4: If the grievance is not resolved to the mutual satisfaction of the parties in Step 3, the Union, on behalf of the grievant and SNRHA, may, prior to invoking arbitration, by mutual agreement, agree to submit any dispute to mediation. The mediator may be selected from FMCS or other mutually agreed upon third party.

STEP 5: If the parties cannot agree to mediation, or the grievance is not resolved through mediation, within ten (10) working days after receiving the written response from Step 3, either party may move the grievance forward to arbitration by notifying the Human Resources Department, or the Union President respectively in writing of its intent to advance the grievance to arbitration. The notice of intent to arbitrate must be submitted by the party within fifteen (15) working days of receipt of the Step 3 Written response or conclusion of mediation.

The parties will then jointly request a panel of seven (7) arbitrators from the FMCS.

This selection shall be done by the striking of names alternating as to whom strikes the first name. The initial decision to determine which party strikes first will be done by coin flip. The parties agree that the selection of the arbitrator shall occur within thirty (30) days of the parties' receipt of the panel from the FMCS unless both parties agree upon an extension. The selected arbitrator must be available within sixty (60) days of selection unless both parties agree upon an extension. If the arbitrator cannot be available within sixty (60) days, then the process will be deferred to the last stricken arbitrator. This process may continue until the list of all arbitrators has been exhausted.

The arbitrator's decision shall be final and binding and it shall be the exclusive remedy for any alleged violation of the Agreement. The arbitrator's jurisdiction is limited to interpreting the Agreement and he or she is not allowed to add to, amend, alter, or modify the agreement in any way. The arbitrator shall have no authority to rule on any dispute between the parties which is not within the definition of a grievance, as set forth in this procedure. The arbitrator shall consider and decide only the particular issues presented by the Union and SNRHA and the decision and award shall be based solely on his/her interpretation of the application of the express terms of this Agreement. Any and all awards issued by the arbitrator shall be limited in retroactivity to the date of the alleged violation or the filing of the grievance as determined by the arbitrator.

The arbitrator shall have thirty (30) days from the date of the submission of the post hearing briefs, if any, to issue a decision.

The cost of the arbitrator and any court reporter shall be shared equally by the parties. Each party shall bear the expense of representing its own case.

SNRHA shall not tolerate any form of retaliation against any employee who avails himself/herself of this disciplinary grievance procedure. The grievance and arbitration procedure shall not be construed, however, as preventing, limiting or delaying SNRHA from taking disciplinary action

against any employee, up to and including discharge, in circumstances where SNRHA deems disciplinary action appropriate.

ARTICLE 15 EMPLOYEE WORK SCHEDULE

The normal workweek shall be Monday through Friday. The normal workweek shall be forty (40) hours exclusive of a lunch period. The normal workday shall be eight (8) hours and shall commence at 8:00 a.m. and end at 5:00 p.m. Normal lunch hours shall be between 11:00 a.m. and 2:00 p.m. unless otherwise pre-assigned by the Department Director/Manager or designee to ensure coverage. Salaried/FLSA exempt employees are not restricted to the normal workweek schedule.

SNRHA reserves the right to adjust the schedules of all employees or certain job positions to reflect seasonal differences and hours of daylight or operational needs of SNRHA.

SNRHA shall give, at minimum, five (5) calendar days advance notice to employees of changes in starting and quitting times.

Where a two-thirds (2/3) majority of employees in the same work area desire a change in the work schedule, and make such desire known in writing, including the reasons for the change, SNRHA will consider the change in the work schedule, but reserves the right to retain the existing work schedule where operational conditions and circumstances exist which prevent the implementation of the change. Where it is determined by SNRHA that conditions and circumstances in the same work area allow for such an adjustment in the work schedule, SNRHA shall effect such change. SNRHA may institute a trial period for work schedule changes for the purpose of evaluating same. Where it is determined by SNRHA that operational conditions and circumstances exist which prevent the implementation of the change, SNRHA shall provide the Union with the specific reasons in writing.

Alternative work schedules may include nine (9) hour or ten (10) hour workdays. The alternative workweek schedule would allow SNRHA to establish a basic workweek schedule to comply with the Fair Labor Standards Act definition of workweek, Section 778.105, and to define the workday and/or workweek. (Located in FLSA Regulations, 29 CFR, July 1985).

Employees working alternative schedules shall utilize annual and sick leave at the same rate normally applicable for the day(s) scheduled to be worked. For example, if an employee is scheduled to work nine (9) hours, the employee shall utilize nine (9) hours of annual or sick leave.

With respect to holidays which fall on a nine (9) or ten (10) hour workday, an employee working an alternative work schedule will be credited with nine (9) or ten (10) hours pay accordingly. The pay for each holiday shall be equal to the employee's work shift (8, 9, or 10 hours) at the employee's regular straight time hourly rate.

Employees shall receive consecutive days off unless an alternative work schedule is voluntarily agreed to by the employee and SNRHA.

SNRHA maintenance employees shall be allowed one (1) five (5) minute cleanup period prior to the lunch break and one (1) ten (10) minute cleanup period at the end of the work day.

SNRHA reserves the right to set the lunch schedules of employees and shall give employees advance notice of their lunch schedules. SNRHA reserves the right to designate lunch facilities and to regulate employee usage of SNRHA facilities that are generally used as lunch facilities.

Employees shall be granted two (2) fifteen (15) minute work breaks during the normal workday. Unless there is an emergency, such breaks shall not be scheduled by SNRHA within one (1) hour of the employee's starting time, quitting time or lunch periods.

ARTICLE 16 PAY PERIODS

SNRHA pay year will consist of twenty-six (26) biweekly pay periods. The biweekly pay period will begin on Sunday at 12:01 a.m. and end at 12:00 midnight on the second Saturday following the pay period start. Paychecks will be distributed the first Thursday following the end of the preceding pay period. The paycheck will include the regular and overtime earnings of the employee for the preceding pay period, plus or minus adjustments.

Employees who have been approved to be off work on annual leave may request paychecks in advance for all wages earned plus the annual leave time accrued up to and including the annual leave period approved, except that the annual leave advance shall not exceed the time period of the annual leave approved.

In the event the parties mutually agree, in writing, SNRHA may convert to a weekly pay period at any time during the duration of this Agreement. The Union will be notified in writing sixty (60) days in advance of any changes to pay periods and/or pay days.

Any changes to time cards submitted after the deadline for payroll will be reflected on subsequent paychecks.

ARTICLE 17 EQUIPMENT, TOOLS, SUPPLIES AND UNIFORMS

Equipment

SNRHA agrees to provide employees with the adequate tools, instruments, equipment, keys and maintenance vehicles which SNRHA determines are necessary to satisfactorily accomplish their assigned duties. Tools, instruments, equipment, master and security keys, and vehicles which are lost, missing or damaged due to employee negligence are replaced by SNRHA and the replacement cost up to a maximum of one thousand dollars (\$1,000.00) will be charged to the employee. Supervisors are charged with the responsibility of monitoring, maintaining and tracking all equipment, tools and supplies. If equipment, tools and supplies are missing, lost, damaged and/or stolen, the supervisor may be subject to discipline if caused or contributed to by supervisor's failure to properly monitor, maintain or track said equipment, tools and supplies.

Uniforms

It is agreed that maintenance staff uniforms are a SNRHA identity requirement. For this reason each field employee shall be provided with uniforms by SNRHA. Each employee agrees to report to work with a clean uniform. Uniforms that are lost, missing or damaged due to employee negligence shall be replaced by SNRHA with the cost of such replacement charged to the employee. SNRHA agrees to pay the cost for uniform cleaning and uniform replacement for normal wear and tear.

All Employees must wear credentials while working. Employees may not wear SNRHA badges or uniforms when conducting off-duty activities in public.

For those employees exposed to the elements during the course of discharging their assigned duties, SNRHA hereby agrees to make available to such employees uniforms made of fabrics appropriate for those elements (i.e., summer and/or winter).

Employees shall not be responsible for items that are issued to them but that are damaged, lost or stolen through no fault of their own.

Employees experiencing problems with equipment and/or supplies should follow the proper procedures, proper chain of command to alert their supervisor and or management of any persistent problems in writing.

ARTICLE 18 ACTING PAY

An employee who is temporarily assigned with prior approval of the Department Head, the duties of a position in a higher class for a period of four (4) or more consecutive working days shall be paid at a rate two (2) steps above his/her regular hourly rate in his/her current salary range or five percent (5%) if at the top of the salary range, retroactively to the first such date. Any employee receiving acting pay must have written approval of the Executive Director or his/her designee. Acting pay is not paid when the employee acting in a higher class is in a leave status. Acting pay for periods up to thirty (30) calendar days requires the written approval of the Department Head or his/her designee and may not exceed thirty (30) calendar days without the approval of the Executive Director or his/her designee. No acting pay will be given without the appropriate written approval. A copy will be provided to the Human Resources Department for inclusion in the employee's personnel file. No temporary acting assignment shall extend beyond one hundred and eighty (180) calendar days, unless written agreement is made between SNRHA and the Employee. This information will be included in the monthly Union report. The employee has the right to refuse the acting assignment.

ARTICLE 19 MILEAGE

Any employee who uses his/her personal vehicle to conduct SNRHA business at the request of SNRHA, shall be reimbursed, upon the written approval of his/her Department Head, at the IRS rate. An employee using his/her personal vehicle to conduct SNRHA business must possess a valid

Nevada Driver's License and provide the Human Resources Department with evidence of current liability insurance.

ARTICLE 20 TRAVEL PROVISIONS

Authorized travel is made available for the benefit of SNRHA and designated to attend meetings with HUD or professional organizations in the field of subsidized or assisted housing. No employee has a vested right or interest in any proposed travel, even though specific travel may be included in one or more approved budgets.

Travel within and outside the jurisdiction of SNRHA shall be in accordance with SNRHA's Travel Policy included in the Employee Handbook. Such required/covered travel will be paid according to provisions of the Fair Labor Standards Act and the Portal to Portal Act. Required travel during an employee's normal workday, hours to and from work locations, or while on designated SNRHA business will be paid time. Travel time outside an employee's normal workday and time commuting back and forth to work will not be paid time.

ARTICLE 21 WAGES/HOURLY WAGE RATES

Effective September 1, 2018, all SNRHA employees on active pay status will receive a three percent (3%) cost of living wage increase.

Effective September 1, 2019, all employees with SNRHA (excludes initial provisional employees) will receive a three percent (3%) cash out, one time lump sum payment of his/her base salary.

Effective September 1, 2020, all steps in the classification and salary range shall be increased by zero percent (0%) for all SNRHA employees.

Cost of living wage increases will not automatically renew, or be given, during the remaining collective bargaining agreement period [i.e., September 1, 2019 through September 1, 2020].

Once the Tentative Agreement is ratified, a one-time lump sum ratification signing bonus, in the amount of two thousand (\$2000) will be paid effective the first full pay period in September, 2018 for all active in-pay status employees of the Southern Nevada Regional Housing Authority; subject to all applicable payroll taxes and required deductions will apply. This offer of a one-time lump sum ratification signing bonus, in the amount of two thousand dollars (\$2000) is contingent upon there being no interruption or disruption of service, and interference with work, and contract ratification no later than August 3, 2018.

ARTICLE 22 PERFORMANCE EVALUATIONS

For the complete term of the Collective Bargaining Agreement, all merit increases based on performance evaluations shall be suspended.

The primary purposes of the performance appraisal system are to inform the employee what is expected of them, to inform the employee how they are performing their duties. Written performance plans contain criteria for measuring performance, including previous disciplinary actions that comply with this Agreement as long as a copy of the action has been provided to the employee and the Human Resources Department at the time of the infraction and prior to the evaluation.

To be eligible for a performance evaluation rating, an employee must have completed at least one (1) year of regular service, and served at least ninety (90) working days during the rating period under the performance plan for his/her position. The one (1) year of qualifying service begins with the regular hire date, last promotion, demotion date or the extended performance date. If an employee has served in two (2) positions whose duties are essentially the same, then the employee's supervisors shall jointly evaluate the employee.

The annual performance evaluations are due on the employee's anniversary date. A copy of the written annual performance evaluation shall be provided to the employee and Human Resources Department within fifteen (15) business days of the anniversary date.

If, due to an extended absence of the supervisor, the time frames for performing the rating are not met, the employee's evaluation may be postponed; however, the rating must be completed within thirty (30) days after the supervisor returns to work.

If, due to an employee's extended absence, the supervisor cannot properly evaluate the employee's performance on the anniversary date, the rating period may be extended up to an additional ninety (90) days in an amount of time equal to the employee's absence to allow the supervisor sufficient time to observe the employee's performance. If the employee is not in a duty status on his/her anniversary date, the performance evaluation must be completed within thirty (30) days after the employee returns to work. If this situation occurs, the employee and the Union will be notified in writing of the extension. If the employee has worked ten (10) months of the evaluation period the employee shall be evaluated as if they had worked the entire evaluation period.

If the employee's regular supervisor has not had sufficient opportunity to evaluate the employee due to the employee's extended acting assignment to duties unrelated to the regular position, the evaluation must be completed within thirty (30) days of termination of the acting assignment and return to their regular position. If the employee's regular supervisor has not observed the employee for at least ten (10) months of the evaluation period, or the employee has not been observed by two (2) different regular supervisors during the evaluation period wherein both supervisors have each observed the employee for six (6) months in which case the evaluation will be done jointly by said supervisors, then the Executive Director or his/her designee will perform the evaluation.

When it is necessary to extend rating periods, the employee's anniversary date will not be changed.

Performance plans will be communicated to employees no later than thirty (30) days after the beginning of the rating period. If the prior year's performance plans are to remain unchanged that should also be communicated to the employee with a copy of the performance plan for the new rating year.

At least one (1) formal "interim" performance review is required during the rating year of new employees. Such reviews shall be conducted at the completion of six (6) months of continuous service, but no later than the ninth (9th) month. Such reviews shall be documented on the cover sheet of the

Call Out.

In order to have 24/7 maintenance coverage, SNRHA will establish an agency wide voluntary on-call roster to handle call out overtime work which may arise during other than normal working hours. Every calendar year a voluntary list of qualified individuals will be established and in the event there are no volunteers, callout shall be assigned by inverse seniority. Employees who are called out to perform work in excess of their normal scheduled shifts shall be paid at the pay rate of time and one-half (1-1/2) for such hours worked or two (2) hours, whichever is greater.

Call out (standby time) is defined as time which an employee is required by the Department Head or designee to remain at his/her residence or be required to carry an agency issued cellular phone and be within thirty (30) minutes response capability so that he/she may immediately respond to any calls received. An employee will be compensated for call out (stand by) time with a payment of one hundred dollars (\$100.00) per week as premium for call out duty. Call out/standby for a furlough day is \$50.00. Employees on call out (stand by) time called to perform work will be compensated for actual hours worked. However, the employee's first callout (stand by) shall be paid at two (2) hours. Each call responded to thereafter will be paid at time and a half.

An employee working an alternative work schedule of nine (9) or ten (10) hour shift will be compensated at an overtime pay rate of time and one-half (1-1/2) for hours worked in excess of nine (9) or ten (10) hours per shift, or hours in excess of the normally scheduled workweek under the flex program (i.e., thirty-six (36) or forty-four (44) hours).

Full-time non-exempt (hourly) employees may occasionally work more than forty (40) hours in a given workweek (Sunday-Saturday). The supervisor of the employee must give prior authorization for any overtime. All overtime must be approved in advance by the employee's supervisors except in an emergency situation, and those instances when additional time would be necessary to complete a work order that cannot be delayed until the following day.

Working unapproved overtime may be cause for disciplinary action, up to and including termination.

ARTICLE 24 LONGEVITY PAY

To be eligible for Longevity Pay an employee must have eight (8) years of service. To be eligible to receive the Longevity Pay the employee must have achieved eight (8) years of service before December 1st.

In the event a current employee was hired by The Clark County Housing Authority who has eight (8) or more years of service, they will initially receive a lump sum payment of three percent (3%) of their annual base salary. In subsequent years, they shall receive their one-half percent (1/2%) increase in their longevity bonus for each year worked up to a maximum of ten percent (10%).

Each employee, after accumulating the requisite years of service with SNRHA, shall receive a lump sum payment of three percent (3%) of their annual base salary on or about December 1st of each year. Further, each year after eight (8) years of service such employee shall receive a one half percent (1/2%) increase in their longevity bonus for each year worked up to a maximum of ten

percent (10%), which shall include the three percent (3%) starting rate and the aggregate one half percent (1/2%) annual increases.

Longevity bonus checks shall be issued in a separate check other than a regular check.

Further, employees who have attained the requisite years for longevity pay and who subsequently retire, or are laid off, or terminate their employment with SNRHA prior to December 1st of any given year, will be eligible to receive a prorated longevity bonus for the last fiscal year in which they worked.

Any employee hired after August 31, 2018, will not be eligible for benefits under this Article.

ARTICLE 25 HOLIDAYS

Holidays for regular employees shall be:

January 1	New Year's Day
3 rd Monday of January	Martin Luther King Day
3 rd Monday of February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday of October	Nevada Admissions Day
November 11	Veterans' Day
4 th Thursday in November	Thanksgiving Day
Friday following the 4 th Thursday in November	Family Day
December 25	Christmas Day

Employee Birthday

An employee will be allowed to take a paid leave day to be taken on their birthday or within the sixty (60) day period after his/her birthday, unless under the initial provisional period. If the employee is on the initial provisional period, the employee should be allowed to take their birthday paid leave day after ninety (90) days of employment. However, the birthday holiday must be taken within sixty (60) days after the end of the initial provisional period. The birthday leave may not be accrued and must be taken within the prescribed period or lost, except where the employee was denied the birthday leave within the prescribed period as a result of superseding priorities of SNRHA. In the event of the preceding, the employee will be required to take his/her birthday leave within a one-hundred eighty (180) day period immediately following such SNRHA established priority, and if not taken within this period will lose this benefit.

In addition, every public holiday declared by the President of the United States or Governor of Nevada shall be observed by all employees and each employee shall be compensated for such time.

If any of the above-mentioned holidays should fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the above-mentioned holidays should fall on Sunday, the Monday following shall be observed as the holiday.

If any of the above holidays occurs while the employee is on paid leave status, then such an employee shall be granted holiday time off with pay.

All other employees, not on paid leave status (for the purpose of this Article, paid leave is recognized as prior approved annual leave) must work the normal workday both before and after the holiday, unless their absence is due to verified illness or documented circumstances beyond their control. SNRHA shall request documentation to confirm the absence.

ARTICLE 26 ANNUAL LEAVE

Annual Leave shall be earned as follows:

- In the first two (2) years of regular employment, an employee may earn ten (10) days Annual Leave which shall be accrued at the rate of three point zero eight (3.08) hours per pay period.
- After two (2) years of regular employment, beginning the first day following the two (2) year anniversary date, and through the tenth (10th) year of employment, a regular employee may earn fifteen (15) days of Annual Leave, which shall be accrued at the rate of four point six two (4.62) hours per pay period.
- After ten (10) years of employment, a regular employee may earn one (1) additional day of Annual Leave per each year worked, up to a maximum of twenty (20) days a year.

Requests for Annual Leave shall be made through SNRHA time keeping system. Before the employee may take the requested Annual Leave the employee must have received written approval in advance, by employee's immediate supervisor or in the absence of the immediate supervisor, the Department Head, or designee. For annual leave requests made less than twenty four (24) hours before the leave, employees must submit Annual Leave requests at least four (4) business hours prior to taking their leave. Annual Leave may be used in increments of thirty (30) minutes.

If SNRHA cancels an employee's leave because of a SNRHA emergency, SNRHA agrees to compensate the employee for any documented monetary loss the employee may incur due to the cancellation. SNRHA shall not be responsible to reimburse an employee for leave adjustments incurred due to deficient annual leave accrual.

An employee may accumulate more than two hundred forty (240) hours of Annual Leave during the calendar year but may not carry over in excess of two hundred forty (240) hours from one calendar year to the next. In the event of an employee's separation from SNRHA, for any reason, the employee will be compensated for all accumulated Annual Leave not to exceed two hundred forty (240) hours. In the event of the death of an employee, his/her beneficiary of their estate will be paid a lump sum benefit equivalent to all accumulated Annual Leave earned through their last day of work.

If documented special circumstances occur beyond the employee's control, SNRHA will allow the use of available Annual Leave. The employee must notify their immediate supervisor or in the absence of the immediate supervisor, the Department Head or designee immediately, but in no circumstances shall the notification exceed two (2) hours from the occurrence. The employee must provide the documentation demonstrating the special circumstances requiring the requested leave.

All Annual Leave shall be paid to the employee at his/her wage rate in effect at the time that the Annual Leave is taken.

Annual Leave Cash-in Program

The Annual Leave Cash-In Program allows covered employees the opportunity to cash in up to four (4) weeks' pay each year (up to 160 hours). Employees will be provided this opportunity in June and/or December of each contract year. The Human Resources Department must be notified by May 1 or the first business day thereafter for June and November 1 or the first business day thereafter for December. To be eligible for the Cash-In Program an employee must complete one (1) year of continuous service.

Vacation Scheduling Procedure

A seniority list will be posted for each group by department on the first (1st) business day following January 1st and remain posted for ten (10) work days. Between the first (1st) day following January 1st and the tenth (10th) work day of each calendar year, employees may submit vacation requests in order of seniority as defined in Article 12. Concurrent with selecting their vacation, the employee shall submit a vacation request in the SNRHA time keeping system. Failure to submit within the time period shall result in the forfeiture of this preference. Advanced scheduled vacation requests shall be approved or denied within thirty (30) calendar days of submission, unless the employee requests a shorter response period (no less than 2 business days) and the employee shall be notified of the decision through SNRHA's time keeping system. If denied, the reason for the denial shall also be included in the notification. All approvals/denials of vacation requests shall be provided to the employee in the same manner. As a general rule no more than twenty five percent (25%) of any job position shall be approved to be on an annual leave at one time within a department, however the Department Head retains discretion to approve such greater than twenty five percent (25%) of a position.

If an employee utilizes their annual leave within thirty (30) calendar days prior to the start of any approved leave, the employee's annual leave use shall be reviewed. If the employee does not have sufficient annual leave, their leave shall be reduced by the amount of the deficiency. The employee has the right to elect how the annual leave period is adjusted at the end of the previously approved annual leave, and shall notify their immediate supervisor or in the absence of the immediate supervisor, the Department Head or his/her designee, within twenty-four (24) hours of being notified of the adjusted leave.

If a pattern of excessive unplanned annual leave time is observed, established by three (3) or more in a rolling twelve (12) month period, the employee may be subject to progressive discipline up to and including termination.

ARTICLE 27 SICK LEAVE PROVISIONS

SNRHA agrees to provide Sick Leave for all employees covered under this Agreement. SNRHA provides eligible bargaining unit employees with sick leave in the event of a personal illness or injury of the SNRHA employee or an Immediate Family Member, and to allow the SNRHA employee to attend appointments with his or her health care provider or that of an Immediate Family Member.

Definitions

Domestic Partner means the social contract between two persons that is described in NRS 122A.100 or is recognized pursuant to NRS 122A.500.

Immediate Family Member is defined as any person who is related to a SNRHA employee in any of the following ways: spouse, domestic partner, parent, stepparent, child, stepchild, grandparent, grandchild, brother, sister, stepbrother, stepsister or other relations established by law or court order.

Sick Leave is defined as time off from scheduled work:

- Necessitated by an illness or injury that causes a SNRHA bargaining unit employee to be unable to perform his or her regular job duties;
- To attend a medical, dental, optical or other health care appointment of the SNRHA bargaining unit employee or a member of the SNRHA bargaining unit employee's family;
- Due to a disease or illness of, or injury to, an immediate SNRHA bargaining unit employee that necessitates care and attendance that can only be provided by the SNRHA bargaining unit employee;
- Absence due to domestic abuse, sexual assault or stalking, providing the leave is to allow all persons to whom this policy applies to obtain medical attention, victim services, counseling, relocation, legal services or remedies for themselves or a family member; and
- Because of the SNRHA bargaining unit employee's exposure to a contagious disease that reasonably can be expected to spread and potentially jeopardize the health of others.

Sick leave credit shall be earned and accrued in accordance with the following provisions:

1. Sick leave for full-time employees shall be earned and accrued at the rate of four (4) hours per pay period, or a total of thirteen (13) days per calendar year. Sick leave for less than full-time employees shall be proportional to the time worked.

2. Sick leave accrual shall begin at the time of initial provisional period appointment. Use of sick leave during the provisional period shall be only upon recommendation of the employee's supervisor and upon prior written approval by the Department Head.

The maximum amount of accruable sick leave shall be eight hundred (800) hours or one hundred (100) days.

Housing Authority of Clark County employees who have over eight hundred (800) hours of accrued sick leave will not accrue additional hours and will only accrue sick leave when their sick leave balance falls below eight hundred (800) hours.

If an employee is off work due to illness or injury for five (5) work days or more, SNRHA may require the employee to bring a doctor's statement when the employee returns to work, except if at any time SNRHA reasonably believes that an employee is abusing his/her Sick Leave, SNRHA may require a doctor's statement for a leave period of any length. Additional documentation may be required depending on the seriousness of the medical or dental problem.

One-Time Payment for Accrued Sick Leave Credit - For former Clark County Housing Authority employees as of December 31, 2009.

Payment for accrued sick leave credit earned but not used will be made in accordance with the following:

1. Persons hired before November 1, 2008:

Years of Service	Lay Off/Resignation	Retirement
2 thru 5 years of service	12.5% of accrual	25% of accrual
6 thru 10 years of service	25% of accrual	50% of accrual
11 thru 15 years of service	37.5% of accrual	75% of accrual
16 or more years of service	50% of accrual	100% of accrual

2. Persons hired on or after November 1, 2008 to a maximum cash out of six hundred (600) hours:

Years of Service	Lay Off/Resignation	Retirement
2 thru 5 years of service	12.5% of accrual	25% of accrual
6 thru 10 years of service	25% of accrual	50% of accrual
11 thru 15 years of service	37.5% of accrual	75% of accrual
16 or more years of service	50% of accrual	100% of accrual

3. Accrued sick leave credit will be reimbursed as set forth in subsections one (1) or two (2). In the event of resignation in good standing (giving at least two (2) weeks' notice); at the time of permanent and total disability, as defined by state law, and to the employee's estate in the event of death.
4. Accrued sick leave credit will be reimbursed at the time of retirement as follows:

- A. If retirement occurs at the time as set forth in the definition of "retirement" herein, benefits shall be paid as set forth in paragraphs one (1) and two (2) of this Section five (5) as appropriate.
5. No sick leave credit will be paid to an employee who is terminated for cause.

Sick Leave Conversion To Pay Option For All Employees During The Employment Period

As an incentive to prevent the abusive use of Sick Leave, SNRHA will allow eligible employees the option of converting unused Sick Leave for pay. The conversion option will be available to employees during the first quarter of each year. The Sick Leave eligible for conversion shall be restricted to the unused Sick Leave accumulated during the twelve (12) month period of the previous calendar year, beginning January 1. To be eligible for the conversion of Sick Leave to pay, an employee must have two (2) or more years of service and meet eligibility requirements listed below. Additionally, after the conversion the employee must retain a minimum of ten (10) calendar days Sick Leave on the books.

Sick Leave May Be Converted As Follows:

- For employees who have zero (0) call-offs during the previous calendar year, they may convert up to ten (10) work days of sick leave for up to five (5) work days' pay when converted.
- Six (6) days or less: An employee who has a minimum of six (6) days of unused sick leave from the previous calendar (benchmark year), as determined as of December 31, may convert one (1) day of sick leave for one-half (1/2) day's pay to the maximum of three (3) work day's pay when converted.
- All Sick Leave conversion(s) will be in full workday increments.
- For the purpose of determining the number of days eligible for conversion to pay, all Sick Leave days used will be first charged against the leave accrual for the benchmark year.

All Sick Leave days accrued and not converted shall be segregated and maintained for use but shall not be eligible for future conversion.

Sick Leave Conversion Upon Separation

Upon voluntary separation, an employee who is leaving SNRHA and who has two (2) or more years' service, may convert up to twenty (20) days of Sick Leave for pay, at one (1) day's Sick Leave for one-half (1/2) day's pay (ten (10) days maximum when converted), provided that the employee has not used any Sick Leave for the three (3) month period immediately preceding his/her separation, or in the event the employee has used Sick Leave in that period, he/she can submit justification that

his/her usage of Sick Leave was for a bona fide illness and not for the purpose of exhausting accumulated Sick Leave before his/her separation from SNRHA.

Catastrophic Leave Policy

1. Establishment. There shall be a Catastrophic Leave Plan and Leave Bank for the employees. Any employee having completed a provisional period may donate accrued vacation into the Leave Bank by completing a leave donation form and submitting it to the Human Resources Department. Leave donations may be in a lump sum. Any donations shall be strictly voluntary, and shall be anonymous.
2. Eligibility for Catastrophic Sick Leave Usage. To be eligible for withdrawal from the leave bank, an employee must have:
 - A. Successfully completed the standard initial provisional period.
 - B. Been absent due to such injury or illness not due to or resulting from an approved service-connected disability or other injury for which the employee has received compensation under any disability plan, including SNRHA'S current workers' compensation carrier.
 - C. Catastrophic illness or injury is defined as an injury or illness that significantly impacts on an employee's ability to perform work related activities. This may include but not be limited to the following conditions: Traumatic brain injury, amputation of limbs, loss of major senses, spinal cord injury, third (3rd) degree burns over fifteen percent (15%) or more of the body, internal injury, organ damage, assault-gunshot or stab wounds, electrocution resulting in hospitalization, terminal stages of cancer, stroke, heart attack and cardiac complication.
3. Catastrophic Leave Committee. Provisions of this program shall be coordinated and leave credits allocated by a Catastrophic Leave Committee, which shall consist of the Executive director or designee, the Human Resources Manager, and two (2) Union members selected by the Union.
4. Use of Catastrophic Leave. Once an eligible employee has exhausted all accrued sick leave and vacation, and has been in status of "leave without pay" for at least forty (40) hours as a result of the catastrophic illness or injury, the employee or his designated agent may file a written request for catastrophic leave with the Human Resources Manager. The request must specify the length of time the employee wishes to be covered and must be accompanied by the following:
 - A. A medical statement from the attending licensed health care provider, explaining the nature of illness or injury, prognosis, with an estimate of the length of time the employee will be receiving care and
 - B. Evidence that the employee has received permission from the Executive Director to be absent for the length of time estimated by the licensed health care provider.

5. Review of Approval of Catastrophic Leave. Leave may be granted under the following terms and conditions:
 - A. The Catastrophic Leave Committee shall review the request and verify the employee's eligibility for catastrophic leave. If the employee is found eligible, the Committee shall grant the employee an appropriate amount of leave from the bank, providing that balance in the bank is sufficient to do so. Should an insufficient amount be available from the bank, the Committee may grant such lesser amount as or as may become available. A written notice shall be provided to the employee indicating whether he/she is eligible, with an explanation if the employee is not found eligible.
 - B. Donated accrued catastrophic leave shall not be returned to any contributor, and shall not be available for any use other than as herein defined.
 - C. The leave recipient or his/her designated agent shall be responsible for notifying the Human Resources Department of the termination of the medical emergency for which leave has been granted. The Committee shall have the authority at its sole discretion to verify the continuing need for use of any time.
 - D. Payment for catastrophic leave shall be at the same rate of pay as the beneficiary was receiving at the time of incurring the catastrophic illness or injury. The Director of Finance in arrears on the regular Authority bi-weekly payroll shall make payment until (a) the total allocation has been expended, or (b) such earlier time as the Committee may determine based on medical evidence relating to the continuing need for such leave.
6. Nature of Catastrophic Leave. The Catastrophic Leave Plan is entirely voluntary; no employee shall be required to contribute to the plan, and no employee shall have any entitlement or property right to any benefit that may be available under the plan.

ARTICLE 28 ATTENDANCE AND PUNCTUALITY

SNRHA requires all employees to report for work punctually and to work all scheduled hours and any required overtime, unless a tardiness or absence from work is authorized by the employee's immediate supervisor or designee. SNRHA business hours are from 8:00am to 5:00 p.m. However, Department Directors, with prior approval of Deputy Executive Director or his/her designee are allowed discretion on work day start time for business reasons. Departments will establish and schedule lunches which run from 11:00am to 2:00 pm and are designated by Department Directors. All lunches must be completed by 2:00 pm. This policy also encourages employees who may need help or who have problems to seek assistance through the Employee Assistance Program (EAP). Excessive tardiness and poor attendance disrupt workflow and customer service and will be addressed in accordance with the Collective Bargaining Agreement.

- (1) Supervisors at all levels shall ensure all employees' work shifts are within SNRHA noted business hours or prior approved schedules. Employees are expected to be engaged in carrying out their duties during all scheduled work time and should be ready to begin working at their scheduled starting time. Supervisors must record all absences for non-exempt employees (those subject to minimum wage and overtime requirements of the Fair Labor Standards Act) if the time clock is not functioning. All non-exempt employees are required to clock in and out to accurately reflect time worked. Non-Exempt Employees are required to clock in and out using their assigned badges.
- (2) SNRHA's automated time system shall be the official record of attendance. All non-exempt employees are required to clock in/out upon their arrival or departure including lunch period. If an employee is unable to clock in/out they are to immediately notify their immediate supervisor or designee and must use a written timekeeping document provided by SNRHA. If the employee is requesting to utilize the Intermittent Family and Medical Leave Act (FMLA), then the employee shall state the reason for the tardiness or absence, otherwise the employee should state that he/she will be tardy or will not be reporting to work. If the immediate supervisor is unavailable, notification should be made to the Department Office via the next supervisor/manager or director, and if no one is available there, the employee is advised to leave a voice mail message at this location. No call, no show shall result in termination unless the employee can provide SNRHA acceptable reason with which to justify his/her absence.
- (3) Employees shall have a grace period of five (5) minutes for arrival to work. Therefore, any employee arriving after 8:05 a.m. shall be considered late. In addition, employees who report for work without proper equipment or in improper attire which the employee was notified in writing shall be sent home to obtain the needed equipment or attire and then return to work. The employee shall not be paid during the time they are gone. Additionally, they may be disciplined if such behavior becomes excessive or if a pattern develops. A pattern is defined as more than two (2) occurrences within ninety (90) days. Failure to notify SNRHA of any absence within one (1) hour after the start of the employee's shift will be addressed in a rolling twelve (12) month period and the employee shall be subject to progressive discipline. Each instance is considered a separate event. In the situation where an employee is unable to properly contact and notify SNRHA due to circumstances beyond the control of the employee, the employee will not be disciplined if acceptable documentation is received.
 - Non-exempt employees who are delayed in reporting for work more than one (1) hour and who have not notified their supervisor of their expected tardiness may lose their right to work the balance of the day.
- (4) Employees generally are expected to report for work during inclement weather conditions if SNRHA does not declare an emergency closing. Non-exempt employees who are unable to report because of weather conditions will be granted an authorized absence (the employee may choose to be paid vacation time or be unpaid).
- (5) Employees' time and attendance is stored in SNRHA's automated time and attendance system for which employees have access to review. An employee shall report to their

immediate supervisor when coming into work late (more than five (5) minutes after the scheduled starting time). When appropriate, in accordance with the Collective Bargaining Agreement, the supervisor shall counsel the employee on the importance of good punctuality and attendance and warn that excessive tardiness or absences including patterns of calling in as outlined in this article, may lead to progressive discipline in accordance with this Collective Bargaining Agreement. Union representatives may receive a copy of an employee's time and attendance records with prior written approval from the employee to the Human Resources Department.

- (6) Employees who are frequently away from the premises for business reasons should notify their supervisors of their whereabouts during working hours.
- (7) Unauthorized or excessive tardiness or absences will result in corrective and progressive discipline in accordance with this Collective Bargaining Agreement. A tardy (incident) or absence (occurrence) is considered to be unauthorized if the employee has not followed notification procedures as explained above and the tardy or absence has not been properly approved.
- (8) An occurrence is defined as an unscheduled absence or a scheduled absence with less than two (2) hours' notice of the following: of one (1) shift or two (2) or more consecutive shifts, or failure to complete a scheduled shift. If an employee is out for an unscheduled absence for more than one (1) day for the same reason, this shall be considered one (1) occurrence. For an absence to be scheduled and not count as an occurrence, the request for time off must be made and approved more than two (2) hours in advance. Excluded from the definition of occurrence are absences due to approved leaves of absence including military leave and FMLA Leave,, certified work-related injury or illness, inpatient hospitalization, outpatient surgery, bereavement, jury duty, supervisory approved shift changes, or absences for which an employee has a physician's note and gives a copy to his/her supervisor upon return to work, unless a pattern of calling in is established. Authorized absences or tardies will not be subject to discipline or be reflected or count negatively in an employee's merit review, unless such are excessive or if a pattern develops and/or the employee has received a disciplinary action. Unscheduled absences which are approved in writing or verbally by an appropriate supervisor of less than one half of a shift will not be counted as an incident but may be counted as excessive if a pattern develops or the employee may be considered tardy.
- (9) An incident with regard to tardiness shall be addressed with the following progressive discipline during a rolling six (6) month period:
 - Third Tardy Incident: Noted Verbal Counseling
 - Fourth Tardy Incident: Written Warning
 - Fifth Tardy Incident: Written Reprimand, and a three (3) day suspension.
 - Sixth Tardy Incident: Written Reprimand, with a five (5) day suspension.
 - Seventh Tardy Incident: Termination

Occurrences with regard to absences shall be addressed with the following progressive discipline during a rolling twelve (12) month period:

Third Absence Occurrence: Noted Verbal Counseling

Fourth Absence Occurrence: Written Warning

Fifth Absence Occurrence: Written Reprimand, and a three (3) day suspension.

Sixth Absence Occurrence: A five (5) day suspension.

Seventh Absence Occurrence: Termination

Excessive absenteeism and/or if a pattern develops will lead to progressive discipline. A pattern is defined earlier in this Collective Bargaining Agreement.

ARTICLE 29 MISCELLANEOUS LEAVES

General Leaves of Absence

An employee may request in writing a General Leave of Absence without pay, for a period not to exceed thirty (30) working days, providing that the reason for the leave is reasonable and justified. All requests must be made to the Human Resources Department. General Leaves of Absence without pay may be approved, at the sole discretion of the Executive Director or his/her designee, based on the needs of SNRHA. It is within the sole discretion of the Executive Director or his/her designee whether a General Leave of Absence is reasonable and justified.

Leaves of Absence Without Pay for Illness or Injury

1. Any employee who sustains a work related or non-work related illness or injury and who has exhausted all of his/her accrued sick leave, may request in writing a leave of absence without pay for a period not to exceed ninety (90) calendar days. The employee's request for leave of absence without pay must include a certification, by a licensed physician, of the nature of the illness or injury and the anticipated date of the employee's return. Leaves of absence without pay shall be granted when the employee has provided satisfactory documentation of need. All requests must be made to the Human Resources Department. An employee on a leave of absence without pay shall cease to accrue benefits and seniority during the leave period, and shall be required to pay his/her own group care insurance premiums after thirty (30) days of being on a leave of absence without pay.
2. All eligible employees shall be covered by the Workers Compensation Program and this program shall provide for payment for industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases.

3. When accrued leave has expired, if the employee is still unable to work and the employee is receiving compensation for time missed from work through the Workers Compensation Program, subsequent to the expiration of the employee's accumulated sick leave or annual leave, the employee's compensation will be limited to that provided by NRS Chapter 616 or 617 and the employee will be placed in a leave without pay status.
4. Notwithstanding any provision to the contrary referred to in Section 1 of this Article, benefits pursuant to Article 41 (Group Insurance) shall remain in full force and effect throughout the period of an on the job injury for a period of up to one (1) year from the date the employee is injured and unable to work.

Any employee on leave of absence without pay for illness or injury must submit to SNRHA a licensed physician's certification of the employee's ability to perform the full scope of responsibilities associated with his/her job classification prior to being allowed to return to his/her position. All certifications must be submitted to the Human Resources Department. SNRHA reserves the right to require an independent medical examination, by a licensed physician selected by the Human Resources Department, for the purpose of determining the employee's fitness to return to work.

If SNRHA requires the employee to submit to an independent medical examination, SNRHA shall bear financial responsibility for the cost of the independent medical examination, and the employee shall only return to his/her position if SNRHA's physician determines that he/she is fit to return to that position. If SNRHA's physician determines that the employee is not fit to return to his/her position but is fit to perform other work that is available, as determined by SNRHA, the employee shall return to perform the other work.

If SNRHA does not require an independent medical examination, then the employee will be reinstated to his/her former position when released to return to work by his/her physician.

The failure of an employee to return to work at the end of the leave of absence or to submit medical certification of his/her ability to perform his/her job responsibilities or the refusal of the employee to undergo a medical examination required by SNRHA shall be grounds for the discharge of the employee.

Military Leave

Military Leave shall be granted in accordance with the provisions of state and federal law. All requests must be submitted to the Human Resources Department. Any employee entitled to Military Leave shall give his/her Department Head the opportunity, within the limits of military requirements, to determine when such leave shall be taken. An employee who is called or volunteers for service within the armed forces of the United States or the Nevada National Guard shall be entitled to be considered for reinstatement in accordance with the provisions of federal law. An existing employee filling a vacancy created by a person serving in the Armed Forces shall hold such position subject to the return of the veteran. The employee affected by the return shall be restored to the position he/she held previously or to any other equivalent position for which he/she is qualified.

A new employee hired to fill a vacancy created by a person serving in the Armed Forces shall hold such position subject to the return of the veteran. SNRHA reserves the right to place the employee in a vacant position or to lay the employee off.

Bereavement Leave

An employee who has been employed by SNRHA for at least six (6) months shall be granted a special leave of absence with pay of up to three (3) working days in the event of a death in his/her immediate family and as much as five (5) working days for a death in the immediate family occurring outside Clark County. The Human Resources Department shall take into account the distance involved and the other relevant circumstances when determining the length of the leave to be granted.

An employee who has been employed by SNRHA for less than six (6) months will not be granted special leave with pay but may use any accumulated leave.

Immediate family is defined as father, mother, sister, brother, son, daughter, spouse, spousal equivalent (registered with the Human Resources Department for six months), uncles, aunts, nieces, nephews, grandparents, stepparents, stepbrothers, stepsisters, stepchildren, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian and legal ward. Uncles and aunts shall be defined as brothers and sisters of the employee's biological father or mother.

In the event of the death of an immediate family member, an employee will be allowed to use leave designated as Bereavement Leave, to include the day of the funeral, taken within thirty (30) working days from date of death.

1. In the event that need for Bereavement Leave arises, the employee must notify his or her immediate supervisor of the date(s) and time(s) for which such leave is requested. Such notification must be provided at the earliest opportunity.
2. The supervisor must document an employee's absence from work for Bereavement Leave, but such an absence will not be considered an "occurrence" when determining absenteeism or lateness or purposes of SNRHA's Attendance and Punctuality Policy.
3. Notification to the immediate supervisor must come directly from the SNRHA employee.
4. An employee may be denied Bereavement Leave if he or she fails to provide the immediate supervisor with an obituary and/or newspaper clipping and/or documentation for the personnel file verifying the death of the relative upon returning to work.

The employee shall be required to submit to the Human Resources Department an obituary, newspaper clipping or statement for the personnel file.

The Executive Director and/or his/her designee may, at his/her sole discretion, approve bereavement leave for other special circumstances. The extent of such leave and whether such

leave shall be granted with or without pay shall also be at the sole discretion of the Executive Director or his/her designee.

Jury Duty/Court Leave

While on jury duty or appearing as a subpoenaed witness in court or at a deposition, a full-time regular employee will receive full pay from SNRHA provided the employee assigns any court received compensation, exclusive of mileage reimbursement, to SNRHA. An employee on jury duty/court leave who completes his/her responsibilities shall return to work at SNRHA provided that two (2) hours or more remains on the employee's shift. For purposes of payroll, the employee must obtain validation from the Jury Commissioner of time spent on jury duty.

Family and Medical Leave Act Leave (FMLA)

A. Basic Leave Entitlement

1. In accordance with the Family and Medical Leave Act and the provisions of this Collective Bargaining Agreement, SNRHA will grant job protected family and medical leave to eligible employees for up to the maximum period as provided for under the FMLA and the Collective Bargaining Agreement (up to at least twelve (12) weeks per FMLA Leave year and to the extent allowed by this Collective Bargaining Agreement) for any one or more of the following reasons:
 - a. The birth of a child and to care for the newborn child within one year of the birth;
 - b. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - c. In order to care for a family member with a serious health condition as defined by the Department of Labor in connection with implementing the provisions of the FMLA; and
 - d. The employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

B. Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Twenty-six (26) work weeks of leave during a single twelve (12) month period is available to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave). A covered service member 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 service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

C. Definitions

1. **FMLA Leave Year** – the leave year for FMLA purposes shall be the rolling year.
2. **Parent** – a biological, adoptive, step, or foster father or mother, or any other individual who stood in *loco parentis* to the employee when he or she was a minor.
3. **Spouse** – a husband or wife as defined by or recognized under state law, including common law marriages for purposes of marriage, NRS 122A codifies registered domestic partnerships as a type of civil contract recognized in the State of Nevada. To be afforded the same rights as a spouse under FMLA, an employee must be a part of a “registered” domestic partnership as described in NRS 122A. If both spouses work for SNRHA, they are entitled to FMLA Leave individually.

Child – a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in *loco parentis* who is either under age, 18 or, age 18 or older and incapable of self-care because of a mental or physical disability.

D. Eligible Employees

To be eligible for FMLA Leave, employees must have worked for SNRHA for twelve (12) months and at least one thousand two hundred and fifty (1,250) hours in the twelve (12) months prior to taking FMLA Leave. Previous periods of employment with SNRHA may be counted to meet the twelve (12) month service requirement and employees returning to work from military duty are credited for the time that they were on military leave in order to meet the one thousand two hundred and fifty (1,250) hours of service requirement. Documentation will be requested from the employee showing eligibility for family leave.

E. Procedure For Requesting FMLA Leave

Employees must notify their immediate supervisor in writing at least thirty (30) days before the first day of the expected FMLA Leave. This written request will include: (a) the approximate date leave is expected to begin; (b) the length (duration) of the leave and; (c) the qualifying conditions for requesting the leave. NOTE: Employees are not required to disclose or discuss details or specifics of their personal health conditions with their supervisor(s). Employees are only required to notify their supervisor(s) that the reason leave is needed is so they can care for either their own or a family member’s serious health condition.

Employees who cannot provide at least thirty (30) days advance notice of their need for leave, because of a change in circumstances or medical emergency, must notify their supervisor(s) as soon as practicable.

If employees request leave due to a FMLA-qualifying reason which was previously approved, they must specify the qualifying reason or need for FMLA Leave. If employees have been approved for leave due to more than one FMLA qualifying reason, SNRHA can inquire further to determine which qualifying reason supports the current leave request.

The immediate supervisor will then forward the request to the Human Resources Department who will review the request to determine qualification under FMLA. SNRHA's Human Resources Department may require further documentation in order to certify the existence of the qualifying event or condition.

After all necessary documentation is received from the employee, the Human Resources Department will approve the FMLA Leave provided that all the conditions of this and any related provisions have been met.

After employees submit requests for leave, SNRHA will generally notify the employee within five (5) business days as to their eligibility, rights and responsibilities and leave designation.

If it is clear that the employee will be absent from work due to an event covered by the FMLA, SNRHA will designate the leave regardless of whether the employee submits a request for FMLA Leave. SNRHA determines whether an employee's need for leave qualifies as FMLA Leave based only on the information received from employees or their spokesperson, such as their spouse or health care provider.

If a dispute arises about whether leave qualifies as FMLA Leave, SNRHA will discuss resolution of the dispute with the employee. Discussions and the decision about leave will be documented.

F. Medical Certification

If FMLA Leave is taken because of an employee's or their family members' serious health condition, SNRHA will provide the employees with a certification form that must be completed by a health care provider and returned to SNRHA within fifteen (15) calendar days from the date the certification form was provided. Failure to provide complete certification forms can jeopardize an employee's ability to take FMLA Leave. Under certain circumstances, SNRHA can require recertification of employees or their family members' medical conditions. For example, SNRHA can require re-certifications every thirty (30) days for pregnancy or chronic conditions.

G. Pay And Benefits

FMLA Leave is unpaid. SNRHA requires employees to use their accrued vacation and sick time in conjunction with FMLA. Employees must comply with SNRHA's policies on accrued paid leave when such leave is substituted for unpaid FMLA Leave. Employees who do not

meet the requirements of SNRHA's policies on accrued paid leave may still be eligible to take unpaid FMLA Leave. FMLA Leave taken after an employee's accrued vacation, sick and personal time is exhausted is unpaid.

SNRHA makes assurance of continuation of seniority and health care coverage during family and medical leave status. The employee must meet his or her insurance obligations during family and medical leave status.

The employee is not eligible to draw unemployment benefits or accrue sick leave, vacation leave, state retirement, or longevity while in unpaid status. Holidays that occur during FMLA Leave will not be paid.

The employee is responsible for calling into their supervisor and entering FMLA in the automated system.

ARTICLE 30 WORKERS' COMPENSATION/INDUSTRIAL COMPENSATION

All employees are covered under Nevada law and governed by the following in regard to any job-related accident or injury. SNRHA will continue to pay the full contribution and administrative cost for employees to provide workers' compensation/industrial compensation.

All employees shall be covered by a workers' compensation program that conforms to the provisions of the Nevada Industrial Insurance Act (NRS Chapter 616), and the Nevada Occupational Diseases Act (NRS Chapter 617), and that provides for payment of industrial accident benefits and compensation for partial and total disability arising from industrial injuries and occupational diseases. In the event an employee is absent from work due to a service-connected disability, he/she shall receive compensation as provided by NRS Chapter 616 or 617.

Section 1. Reporting Accidents and Injuries

Nevada Revised Statutes provide that, "Whenever any accident occurs to any employee, he shall forthwith report the accident and the injury resultant therefrom to his employer."

Each employee suffering an accident or injury of any kind (regardless of how insignificant the employee may believe it to be) shall report such accident or injury to his supervisor immediately. Should such occur outside of regular working hours, such report shall be made immediately upon returning to work on the next regular work day.

Section 2. Investigation/Reporting of Facts

It shall be the responsibility of the injured employee's immediate supervisor to ascertain the facts, and to make a report to the Department Head, which shall include the following:

- A. The date, time and place of the accident;

- B. The circumstances which led to the accident or injury;
- C. The apparent extent of injuries;
- D. Names of all witnesses or others who may have material knowledge of the facts relating to the incident; and
- E. The location of the place of treatment for the injury.

A copy of the report shall be furnished to the Human Resources Department for preparation of the reports required by the workers' compensation carrier.

Section 3. Examination and Treatment

State law provides that the employer immediately upon the occurrence of any injury to any of his/her employees, shall render to the injured employee all necessary medical treatment, including the cost of transportation of the injured employee to the nearest place of proper treatment if the injury is such as to make it reasonably necessary for such transportation.

Each injured employee shall be taken to the nearest treatment facility as authorized and directed by SNRHA's workers' compensation carrier.

Section 4. Preparation of Accident Forms

An injured employee will complete the appropriate form "Notice of Injury or Occupational Disease," which is to be executed by the employee and a representative of SNRHA. Following this, the Human Resources Department will complete the appropriate form and submit it to the workers' compensation carrier.

Section 5. Payments for Medical Costs, Etc.

An employee injured in connection with his/her work shall receive medical treatment and/or other required services. In addition, such employee is governed by the following:

- A. **Medical Expenses Only.** An employee injured in connection with employment is covered by direct payment of medical and related expenses to the treating clinic, physician, etc.
- B. **Lost Time. Fewer than Five (5) Days.** An employee who is injured and off work due to such injury for fewer than five (5) days, is not eligible for industrial compensation. However, an employee may use sick leave or accrued vacation credit for such period.
- C. **Lost Time. Five (5) Days or More.** An employee who is injured and loses five (5) or more working days due to injury is entitled to workers' compensation for such lost time, computed from the date of injury. However, such employee may elect to use sick leave or vacation in lieu of the authorized workers injury compensation. If the

employee elects to use sick leave or vacation, the Human Resources Department will charge the leave time to the employee's leave bank. When the employee receives his/her workers' compensation check, he/she shall turn in the check to Human Resources Department. At that time, the Human Resources Department will credit leave time back to the employee at the hourly rate. This will result in the total amount received by the employee from the disability compensation and SNRHA to equal his/her salary at the time of his/her disability. If the employee is receiving no compensation for time missed from work through the Workers' compensation program, the employee may use sick leave or accrued vacation in the amount that would equal his/her salary at the time of his/her disability.

- D. Off-The-Job Injuries. Injuries not connected with employment are not covered. However, an employee injured off the job may use sick leave or accrued vacation credit if he/she is unable to work as the result of such injury.
- E. Short Term Disability. SNRHA may provide an optional (at the employee's option) wage continuation plan which is not applicable to injury or illness arising from employment with SNRHA. This plan does cover illness or injury otherwise incurred but only after accrued sick leave has been exhausted. The plan provides as follows: Disability is defined as, "Complete inability of the member to engage in his regular occupation." Upon evidence that the individual is so disabled, and is under treatment of a physician, payment will be made on the following basis: Elimination (waiting) period. There is no waiting period for an off-the-job accident not covered under the workers' compensation carrier. There is a seven (7) day waiting period for illness. The maximum benefit period is twenty-six (26) weeks. The short-term disability gross payment is one hundred and fifty dollars (\$150.00) per week.

Section 6. Failure to Report Injury

The Nevada Revised Statutes provide that "... an employee ... is barred from recovering compensation... if he fails to file a notice of injury or a claim for compensation."

Section 7. Forfeiture, Reduction and Suspension of Compensation

The Nevada Revised Statutes provide in part as follows: Compensation is not payable for an injury:

- A. Caused by the employee's willful intention to injure himself;
- B. Caused by the employee's willful intention to injure another;
- C. Proximately caused by the employee's intoxication; and
- D. Proximately caused by the employee's use of a controlled substance.

Section 8. Effect of Employee's Refusal to Submit to Physical Exam

The Nevada Revised Statutes provide as follows: "If an employee is properly directed to submit to a physical examination and the employee refuses to permit the treating physician or chiropractor to make an examination and to render medical attention as may be required immediately, no compensation may be paid for the injury claimed to result from the accident."

ARTICLE 31 MODIFIED WORK PROGRAM

SNRHA – Modified Work Program

1. General: Occupational injuries and illnesses result in loss of productive time and skills when the employee suffers an injury which may ultimately impact on their earning power.
2. Purpose: The purpose of this modified work program is to return the occupationally injured/ill employee back to meaningful employment in capacities approved by their attending physician.
3. Procedures: When an employee is placed on occupational injury/illness status, the following will apply:
 - (1) A letter will be sent by the Human Resources Department to the personal physician of the occupationally injured/ill, requesting that the physician:
 - (a) Indicate which of the listed tasks could be performed reasonably by the employee without endangering or aggravating the employee's health, well-being or recovery;
 - (b) The Physician Capacities Evaluation will be completed and attached to the letter; and
 - (c) Documents completed and signed by the injured employee's physician will be returned to SNRHA's Human Resources Department.
 - (2) Upon receipt of the doctor's evaluation, SNRHA will send a registered letter to the occupationally injured/ill employee directing the employee to report to work for modified work if a position is available for which the injured/ill employee qualifies. The letter will describe the nature of work to be performed, based on the doctor's prior evaluation and approval and will specify a length of time in which the duty is to be performed. The letter will also specify the location and shift days of duty applicable to the modified work assignment.

It is the intent of the parties to apply the provisions of this program to bargaining unit employees in a uniform fashion, with the understanding that modified work positions are limited in number and may not be available in every instance.

- (3) All modified work will be accomplished at the employee's current rate of pay:
 - (a) The assigned modified work may be performed in any department as long as such work is needed; and
 - (b) If the employee is released by his/her physician to return to his/her normal duties The modified work will terminate and he/she will be returned to his/her normal duties;
- (4) Department Heads will be responsible for supervising modified work personnel working in their departmental areas.
- (5) Management reserves the right to add or delete tasks as appropriate.
- (6) The entire modified work program will be monitored by the Human Resources Department.
- (7) This procedure is effective upon publication and applies to all employees and departments.

ARTICLE 32 METHOD OF DESIGNATING EMPLOYEES IN THE BARGAINING UNIT

New Job Positions or Descriptions

In the event SNRHA decides to create a new Union eligible job position, SNRHA will notify the Union at least thirty (30) days in advance of the date which the new Union eligible position will be implemented. Upon request by the Union, SNRHA will meet with the Union to negotiate the wage rate and work hours for the new Union eligible position.

For purposes of this section, the proposed new position will be deemed Union eligible unless it is exempt from Union participation pursuant to Nevada Revised Statutes 288.025 and/or 288.170(4), (6).

Modification of Existing Bargaining Unit Positions

In the event SNRHA determines in the future to change an existing bargaining unit job position or description, SNRHA will meet with the Union, within seven (7) working days of the date of such change to negotiate the wage rate and work hours for the revised position.

An employee whose bargaining unit position range is upgraded due to reevaluation of the position range, but whose duties and responsibilities remain the same, and who is not promoted, shall be placed in the upgraded labor range at the same step that he/she occupied in the lower grade and shall continue his/her rate of progression as in the old rate range. Any employee whose job responsibilities are changed but whose position grade remains the same shall remain at the step he/she occupied before the change and continue the same rate progression.

Any employee who is promoted shall be placed on the first step of the new range, unless the employee is currently within that range, in which case the employee will receive the equivalent of two (2) steps which provides an increase.

New and Present Job Positions

SNRHA agrees that the job title/position will be compatible with the job content/scope of duties of the position.

ARTICLE 33 FILLING OF VACANCIES AND JOB POSTINGS/TRANSFERS AND PROMOTIONS

In the event of a regular position vacancy, and there is no current eligibility list being utilized, SNRHA agrees to post all job openings in positions covered by this Agreement on the bulletin boards outside the Human Resources Department, at each Property office, in the Housing Choice Voucher Department, and on SNRHA's website at least five (5) working days prior to the candidate selection. SNRHA will initially post the vacancy as an internal/external recruitment to encourage promotion within the competitive service.

Copies of job openings in positions covered by this Agreement shall also be left in the mailboxes of the Maintenance Supervisors, who agree to assume the responsibility for postings in their respective areas.

Each job posting shall include the title, job responsibilities, qualifications, salary range and application procedure for the job opening.

When filling a vacancy using an eligibility list, the list may be recertified within six (6) months from the original certification date only. Eligibility lists shall only be used for a maximum of six (6) months from the date of original certification.

The Chief Steward shall be provided all notices of recertification.

In the event it is necessary to fill a vacancy on a temporary basis pending the completion of the selection procedure, the same shall be accomplished by a transfer, reassignment or by temporarily promoting an employee to the position in an acting capacity. In such event, the temporary assignment shall not exceed ninety (90) calendar days. This period may be extended by the Executive Director or his/her designee upon written notice to the Union in thirty (30) day increments if a qualified candidate is not available to permanently fill the position. No temporary assignment shall extend beyond one hundred and eighty (180) calendar days, unless written agreement is made between SNRHA and the employee.

The Union acknowledges that SNRHA has the exclusive right to decide when to fill vacancies and to determine reassignments and post job openings of positions covered by this Collective Bargaining Agreement.

SNRHA acknowledges the value of its employees and the mutual benefits of providing promotional opportunities. Accordingly, SNRHA will encourage supervisors and endeavor to first fill vacancies through promotions when there are employees who are qualified for such vacancies and filling them through promotions will meet the needs of SNRHA. Management at its discretion may use other selection criteria for evaluating internal candidates' qualifications for promotion. SNRHA has no obligation to fill vacancies through promotions.

SNRHA acknowledges an employee's right to voluntary demotion and will allow the employee to return to the position previously held prior to the promotion as long as they notify management no later than fifteen (15) business days after the promotion. The employee will be returned to the previous position at the same rate of pay they held prior to the promotion.

In the event of a voluntary demotion, occurring after fifteen (15) business days, if the demoted employee's current rate of pay does not fall within the range of the lower classification, the employee's rate of pay shall be the maximum rate for the lower classification.

ARTICLE 34 TRAINING

SNRHA and the Union jointly recognize the need for employees to update their knowledge and capabilities.

SNRHA will provide training to employees in accordance with job descriptions and duties as well as work procedures and technology. All training shall be pre-approved by the employee's Department Head. SNRHA will bear the full costs and any associated fees for said training and provide time off with full pay and benefits to any employee enrolled in any job related program that the employee is required to attend which is only available during their normal work hours. All expenses must also be pre-approved by the employee's Department Head. If the required training or courses are only available after normal work hours, SNRHA will bear the full costs and any associated fees for the training and pay employees classified as non-exempt at an overtime pay rate of time and one-half (1½) of their regular rate of pay for the duration of said training in compliance with the terms of this Collective Bargaining Agreement.

Training not required by SNRHA will be paid in full by the employee. The employee is also responsible for all related expenses for un-required training.

ARTICLE 35 DIRECT DEPOSIT/ CREDIT UNION

Employees eligible for membership in a credit union or banking establishment may have payroll deductions made for deposit to credit unions to which deductions are currently made or for repayment of loans upon providing the required authorization to the Human Resources Department. An employee may revoke the authorization at any time by producing a written revocation notice to the Human Resources Department.

**ARTICLE 36
IRC SEC. 457 AND 125 PLAN**

IRC Sec. 457 Plan

SNRHA agrees to continue a 457 Plan to which the employees may make voluntary contribution(s). The 457 Plan should meet requirements of the Internal Revenue Service. SNRHA is charged with maintaining compliance with the statutory requirements and provisions of the 457 Plan when reviewing an application from a bargaining unit member desiring to access assets from their individual account, pursuant to the hardship criteria/provisions of the Plan.

IRC Sec. 125 Plan

SNRHA will establish an IRC Sec. 125 Cafeteria Plan which allows an employee the opportunity to pay non-taxable benefit premiums to health insurance, qualifying health care and qualifying department care with before tax dollars through salary reduction rather than with after tax dollars.

Restrictions for any obligations of SNRHA and employees are defined by the plan.

**ARTICLE 37
VOTING PROVISIONS**

Appropriate arrangements shall be made to permit employees to vote, in accordance with Nevada statutory requirements.

**ARTICLE 38
UNEMPLOYMENT BENEFITS**

All eligible employees will be provided Unemployment benefits through the Nevada Employment Security Division.

**ARTICLE 39
DEATH BENEFITS**

In case of the death of any employee, the employee's designated beneficiary (or estate) shall be paid all benefits accrued, including but not limited to: wages, salaries, sick, and Annual Leave.

A form shall be available in the Human Resources Department and will be distributed to all employees for such designation. The completed form shall be maintained in the employee's personnel file.

**ARTICLE 40
PERS CONTRIBUTIONS**

SNRHA shall continue to pay the full contribution and administrative cost to the Public Employee Retirement System of the State of Nevada (PERS) for the employees of SNRHA.

ARTICLE 41 GROUP INSURANCE

The Union agrees to the new SNRHA health coverage plan effective October 1, 2018.

SNRHA shall provide to employees covered by this Agreement who work twenty (20) or more hours per week health insurance benefits, dental, vision and prescription drug benefits and life insurance, as specified in the plan(s). Employees shall have health coverage provided by SNRHA. SNRHA shall pay the full premium for the employee coverage under such plans and shall pay fifty percent (50%) of the premium for dependent coverage under such plans on behalf of employees who elect to cover their dependents.

Long-Term Disability Insurance

SNRHA will provide long-term disability insurance to employees who occupy a regular position and work at least twenty (20) hours per week. Employees must meet the qualifying requirements associated with the plan.

SNRHA will pay one-half (½) of the maximum premium for each eligible employee toward the long-term disability plan. The initial benefits of the plan will be determined based on the maximum premium. This contribution in no way guarantees a specific level of benefits.

ARTICLE 42 SUBSTANCE ABUSE POLICY

It is the policy of Southern Nevada Regional Housing Authority (SNRHA) and the Service Employees International Union, Local 1107, to foster and provide a drug and alcohol free workplace for all employees. A drug and alcohol free workplace protects the safety of the public as well as SNRHA's valuable workforce.

While SNRHA will be supportive of those who seek help voluntarily, SNRHA will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

1. Guiding Principles:

There are four (4) guiding principles underlying the adoption of this policy. They are:

- a. Education –SNRHA and the Union believe that education and training of all employees in the effects and treatment of substance abuse will contribute to a safer and more efficient workplace for everyone.
- b. Deterrence –SNRHA and the Union are committed to eliminating the effects of substance abuse in the workplace. All employees are prohibited from using, possessing, buying or selling drugs or alcohol in the workplace, and are prohibited from reporting to work or being subject to work (specifically on standby or on break) with prohibited drugs active in their systems or while under the influence of alcohol.

- c. Enforcement – The Substance Abuse Policy will be strictly enforced. Violations of the policy or procedures will be cause for discipline, up to and including termination of employment.
- d. Treatment – SNRHA and the Union are committed to helping employees with admitted substance abuse problems overcome those problems, and encourage voluntary rehabilitation options.

2. Policy Purpose:

The purpose of the substance abuse policy is:

- a. To implement a fair and balanced approach to eliminating substance abuse and its effects on the job;
- b. To protect the public and employees; and
- c. To provide a strong incentive for voluntary rehabilitation and return to work.

3. Rules:

SNRHA and the Union have formulated clear rules and penalties to ensure compliance with the Substance Abuse Policy. The primary rules are:

Alcohol

- a. The consumption of an alcoholic beverage by an employee on duty will result in immediate termination with no Last Chance Agreement. The possession of an open alcoholic beverage by an employee on duty shall be cause for disciplinary action up to and including termination. The only exception to disciplinary action for the possession of an open alcoholic beverage while on duty is when the handling of an open alcoholic beverage while on duty is incidental to the employee's assigned duties.
- b. An employee will also be subject to disciplinary action up to and including termination AND may be placed on a Last Chance Agreement when the consumption of alcoholic beverage is at a time proximate to his/her work time, had an adverse effect on his/her work performance, causes impairment while on duty or on standby, or creates a risk of harm to self, others or SNRHA or private property.
- c. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked, temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.

- d. The felony conviction of an employee as a result of alcohol use while off SNRHA premises and not on duty shall be cause for disciplinary action up to and including termination.

Drugs

- a. The unlawful manufacture, distribution, dispensation, possession, or use of an illegal drug or controlled substance by an employee in the workplace or during work hours is prohibited. Employees in violation of this policy will be terminated with no Last Chance Agreement.
- b. The use of any drug which negatively affects performance or the ability of an employee to work in a safe manner may be cause for discipline where the employee knew or should have known that the drug would adversely diminish his/her capabilities to perform the job. For the purpose of this policy, the term "drug" shall include but not be limited to sedatives (i.e., valium, downers), stimulants (i.e., speed, uppers), hallucinogens (i.e., LSD), cocaine, crack, cannabinoids (i.e., marijuana), opiates, phencyclidine (PCP), and volatile solvents (inhalants).
- c. Whenever an employee is prescribed a drug by a licensed health care provider or uses an over-the-counter medication which may negatively affect his/her performance or ability to perform in a safe manner, the employee shall notify his/her supervisor. An employee who fails to notify his/her supervisor may be subject to disciplinary action up to and including termination and may be placed on a Last Chance Agreement when the use of drugs by that employee contributes to an accident or incident that results in property damage or injury to a person. Supervisors shall ensure that employees are not placed in capacities that may jeopardize the safety of others.
- d. The possession or use of illegal drugs while off SNRHA premises and while not on duty may be cause for discipline up to and including termination, where such conduct can be shown to have a direct and material adverse effect on SNRHA's interest, including public image.
- e. If an employee who is required to drive as part of his/her assigned duties has his/her driver's license suspended or revoked temporarily or permanently, due to a substance related offense, the employee must notify his/her supervisor of these circumstances when next reporting to duty. Failure to do so shall be cause for disciplinary action up to and including termination.
- f. The felony conviction for the possession or being under the influence of illegal drugs while off SNRHA premises and while not on duty shall be cause for disciplinary action up to and including termination.
- g. The conviction of an employee for the sale or possession with intent to sell illegal drugs is cause for immediate termination with no Last Chance Agreement.

- h. Employees must notify their immediate supervisor of any personal criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such conviction. Failure to notify the immediate supervisor shall result in disciplinary action up to and including termination.

Drug and Alcohol Testing

SNRHA may require an individual to submit to a drug and alcohol test under the following circumstances:

1. Pre-Employment; Recall and Rehire:

SNRHA will require all new hires, recall, and rehires to take and pass a drug/alcohol screen. A positive result from the drug and/or alcohol screening may result in the applicant not being hired where the applicant's use of drugs and/or alcohol could affect requisite job standards, duties and responsibilities. If a legal drug screen is positive, the applicant must provide, within twenty-four (24) hours of request, bona fide verification of a valid, current prescription for the drug and it must be in the applicant's name. If the prescription is not in the applicant's name or the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant will not be hired. The recall/reinstatement provision will be inapplicable to employees who are laid off/terminated status in excess of thirty (30) days.

2. Reasonable Cause:

An employee will be required to undergo immediate drug and alcohol testing in accordance with the following procedures if there is reasonable cause that the employee is under the influence of a drug and/or alcohol. Reasonable cause that an employee is under the influence of a drug and/or alcohol will be based on specific facts and/or reasonable inferences derived from those facts.

Examples of circumstances, although not inclusive, which constitute a basis for determining reasonable cause are specified on the "Accident/Incident Report" (See Appendix C) included as part of this drug and alcohol testing procedure.

3. Post-Accident:

An employee involved in an accident while on duty may be required to undergo a drug and alcohol test when there is:

- a. Property damage that exceeds one thousand dollars (\$1,000);
- b. Personal injury (requiring professional medical attention); and/or
- c. The employee was a contributing factor in the cause of the accident.

4. Testing Procedures for Reasonable Cause and Post-Accident:

a. Any Supervisor evaluating an employee for reasonable cause shall complete SNRHA's "Accident/Incident Report". Accident/Incident Report shall be sent to the appropriate department head and the Human Resources Department. Supervisors and Managers will not be permitted to use this policy as a vehicle to harass employees. Supervisors and Managers shall be subject to the disciplinary process up to and including termination if they engage in harassing behavior towards employees.

b. The suspected employee shall be afforded the right, if he/she so desires, to request that, in addition to the first supervisor, another on-duty supervisor provide a second opinion as to reasonable cause. If another supervisor is not able to report to observe the suspected employee within thirty (30) minutes due to the distance a second supervisor would have to travel to observe the employee, the employee's request for a second opinion will not be granted.

If the employee is an eligible member of a bargaining unit, the first supervisor shall advise him/her of his/her right to have a Union Representative prior to testing and allow the same thirty (30) minutes for a Union Representative to appear.

c. If it is determined that reasonable cause exists, the employee shall be relieved of duty and transported to a drug testing specimen collection site for a drug and alcohol screening. Once the test sample is collected, arrangements will be made to have the employee transported home. The sample will be tested and confirmed and chain of custody maintained by a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory facility.

A sufficient amount of a sample will be taken so that, at an employee's request and expense, an alternative SAMHSA testing facility may be used to test the same sample; chain of custody will be maintained between testing facilities.

d. An employee who is incapacitated to the point that he/she cannot provide a sample at the time of the incident shall later provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol.

e. SNRHA's Human Resources Department shall advise the employee that he/she will remain on paid leave status until the test sample is collected. After the sample is collected the employee will be placed on leave in the following order as leave benefits are exhausted (sick leave, compensatory time, vacation leave, leave without pay) until SNRHA receives the test results. If the test is negative, SNRHA will make the employee whole.

f. The results will be delivered by mail or carrier to SNRHA's Human Resources Department, who will then immediately notify and make a copy of the report available to the employee. The employee's department head or designee will be

notified whether the test results are positive or negative. A drug test will be considered positive if the confirmation cutoff levels established by the SAMHSA are exceeded. An alcohol test will be considered positive if the blood alcohol contents are point zero eight percent (.08%) or above zero point four percent (.04%) for commercial licensees or greater, or the limit specified in Nevada Revised Statutes or other applicable law if different than point zero eight percent (.08%).

- g. Refusal to submit to a drug and alcohol test or to provide the necessary authorization for releasing hospital or medical reports that would indicate whether or not the employee was under the influence of a drug and/or alcohol shall be considered just cause for termination with no Last Chance Agreement, provided that in requesting the test the reasonable cause criteria has been met.

Disciplinary Procedures For A Positive Drug And/Or Alcohol Test

1. A positive drug and/or alcohol test requested as a result of an accident which causes injury to a person or property damage will be cause for disciplinary action in accordance with Section 3 below.
2. A test resulting in a positive outcome for a legal drug will result in the following actions:
 - a. The employee may be disciplined for the performance or behavior that established reasonable cause to test the employee;
 - b. The employee will provide, within twenty-four (24) hours of request, a bona fide verification of a valid, current prescription for the drug identified. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his/her supervisor, the employee will be subject to disciplinary action in accordance with Section 3 below;
 - c. Before the employee may return to work, the employee must provide the Department Head with a certificate of fitness/return-to-duty form from the prescribing/state certified health care provider; and
 - d. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions.
3. A test resulting in a positive screen for an illegal substance or the abuse and/or misuse of a controlled substance will result in the following action:
 - a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and shall be required to sign and successfully

complete the conditions of a Last Chance Agreement which includes rehabilitation and aftercare;

- b. Before the employee may return to work, the employee must provide the Department Head with a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions; and

This will occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination.

- c. Second offense: The employee will be suspended without pay pending termination.

4. A test resulting in a positive screening for alcohol will result in the following action:

- a. First offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to seek assistance through the Employee Assistance Program;

- b. The employee will be required to provide a certificate of fitness/return-to-duty form from the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to work;

The certificate of fitness must be a signed statement indicating whether or not an employee is medically able to perform regularly assigned job duties without restriction or limitation. If the employee is restricted from performing regularly assigned duties, the certificate must also identify the employee's restrictions. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days will result in disciplinary action up to and including termination;

- c. Second offense: Unless previously specified as an infraction resulting in immediate termination, the employee will receive a suspension without pay for a period of time based on the severity of the infraction and will be required to sign and successfully complete the conditions of a Last Chance Agreement which includes a rehabilitation and aftercare program;

- d. Third offense: The employee will be suspended pending termination, unless the Executive Director or Designee decides not to terminate the employee based on mitigating circumstances. Prior to rendering a decision to terminate, the Executive

Director or Designee will review the pertinent information from the Department Head;
and

If the Executive Director chooses not to terminate the employee, the Executive
Director shall follow the second offense procedure in this Section.

Workplace Drug and Alcohol Testing Program for Commercial Drivers

1. The purpose of this program is to set forth the procedures for the implementation of controlled substances and alcohol testing of driver applicants and current drivers pursuant to the Federal Highway Administration regulations. This program is designed to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of commercial motor vehicles.
2. The provisions of any applicable law, statute, regulations or ordinance, i.e., the Omnibus Transportation and Employee Testing Act of 1991 and the Federal Highway Administration and Department of Transportation rules of February 1994 and as amended thereafter, including but not limited to Amendment to part 40 made in 1995 shall control in the event of any conflict with the provisions of this policy.

Last Chance Agreement

Refusal to sign a Last Chance Agreement shall be considered just cause for termination. The Last Chance Agreement shall be the final step before termination in the disciplinary process. The treatment and aftercare portion of the Last Chance Agreement will be monitored for compliance by the Program. The Last Chance Agreement shall require at least the following:

1. The employee is to contact the Employee Assistance Program within five (5) working days of employee notification of a positive drug or alcohol test;
2. Compliance with and satisfactory completion of treatment by a Bureau of Alcohol and Drug Abuse certified rehabilitation/program or provider. The Employee Assistance Program will assess, determine and recommend the appropriate level of treatment and provider options. The program/provider may be selected by the employee;
3. Enrollment and continued attendance in an aftercare program, as necessary;
4. Certificate of fitness/return-to-duty form signed by the prescribing physician/state certified rehabilitation and treatment program provider releasing the employee to return to work. This must occur within sixty (60) days of the drug test date. Failure to provide a return-to-duty form with respect to their substance abuse problem within sixty (60) days may result in disciplinary action up to and including termination;
5. A minimum of four (4) random tests over a period of one (1) year from the date of returning to duty. An employee's department head or immediate supervisor, as approved by the department head, may require testing at any time the employee is on duty; and

6. Any employee defaulting on the Last Chance Agreement will be terminated and is ineligible for employment with SNRHA at any time.

Confidentiality

With the exception of the laboratory testing facility, SNRHA's Executive Director and Human Resources Department, the tested individual, and the Safety Manager for workers' compensation incidents, the medical record shall not be released to anyone without the express written authorization of the tested individual unless ordered by means of proper legal procedure and appropriate legal authority, such as court ordered subpoena, or in connection with a disciplinary proceeding.

To ensure the confidentiality of employees' medical records, laboratory reports, test results, and Accident/Incident Reports shall not appear in an employee's personnel file.

Information of this nature will be contained in a separate confidential medical record that will be securely kept under the control of the Human Resources Department.

Training

Training is an essential element in assuring the effectiveness of the drug and alcohol free workplace program. Supervisors and employees must be kept informed of not only the policy and procedures of this drug and alcohol program but of the programs available to them which promote wellness and safety. Supervisor training will be made available; individual consultation by the Employee Assistance staff will be available upon request.

1. Supervisor Training:

Topics include:

- a. Developing working knowledge of the drug and alcohol policy and drug testing procedures;
- b. Developing working knowledge of the impact of substance abuse in the workplace;
- c. Developing working knowledge on identification of possible impaired employees through symptom recognition and job performance standards;
- d. Developing skill in application of procedures to effectively approach and appropriately handle questionable behavior with employees;
- e. Becoming knowledgeable in available resources and procedures for referral to Substance Abuse Counseling Providers;
- f. Learning effective participation in monitoring a Last Chance Agreement; and
- g. Learning the critical issues regarding confidentiality and employee rights.

2. Employee Awareness Training:

Topics include:

- a. The Drug and Alcohol Policy and drug testing procedures;
- b. The impact of drugs and alcohol in the workplace;
- c. Available resources for assistance including the Employee Assistance Program;
- d. Effects, signs and symptoms of alcohol and the drugs tested for;
- e. The Last Chance Agreement; and
- f. Confidentiality and its application in the Drug and Alcohol Policy.

Other Laws, Statutes, or Regulations

SNRHA is committed to provide reasonable accommodation to those employees whose drug and/or alcohol problem classifies them as handicapped under federal and state law.

Definitions

Drug and Alcohol Test: For the purposes of this policy, drug and alcohol test means for the detection of at least the following: alcohol, amphetamines, barbiturates, cocaine, propoxyphene, benzodiazepines, marijuana (inclusive of medical marijuana), methadone, opiates, and phencyclidine (PCP).

First Supervisor: A supervisor from any department who has been through the Supervisor Training Program specified in this policy, who first observes different or abnormal behavior of an employee.

Illegal Drugs: Any drug (a) which is not legally obtained; or (b) which is legally obtainable but has not been legally obtained and/or not considered legal by the federal government such as marijuana. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

Legal Drugs: Prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. Marijuana even if prescribed is not a legal drug under federal regulations and therefore not legal within this definition.

On Duty: Assigned work hours excluding paid and unpaid leaves.

Second Supervisor: A supervisor from any department, who has been through the Supervisor Training Program specified in this policy, who is called in to assist in the assessment of the different or abnormal behavior of an employee.

SAMHSA: Substance Abuse Mental Health Services Administration.

Substance Abuse: The misuse or illicit use of alcohol and/or drugs including controlled substances.

ARTICLE 43 BARGAINING UNIT WORK/SUBCONTRACTING

The Union also recognizes SNRHA's exclusive right to determine the means and methods by which SNRHA's operations are to be conducted, including the right to subcontract work which is normally performed by the bargaining unit when SNRHA determines the work can be more efficiently performed through subcontracting.

If SNRHA determines a need for subcontracting out of existing service(s), the Union shall be provided sixty (60) days written notice before it subcontracts out such work. The parties, upon request by the Union, shall meet and confer regarding the decision and the impact such decision may have on the bargaining unit.

It is recognized that SNRHA and the Union have a common interest in protecting work opportunities for all employees covered by this Collective Bargaining Agreement; and accordingly, shall give every consideration to any alternatives to subcontracting brought forth by the Union.

ARTICLE 44 PROCEDURES FOR REDUCTION IN WORK FORCE AND RECALL

Reduction in Work Force

In the event SNRHA decides to reduce its work force, layoffs shall be based on the following criteria:

- The seniority of the employees in the affected job positions;
- The demonstrated performance and qualifications of the employees in the affected positions as determined by the Department Head and the Human Resources Department.

In the event of a layoff, SNRHA shall meet and confer with the Union to discuss the impact of the layoff on the bargaining unit, and also notify the affected employees and the Union at least thirty (30) calendar days in advance of the layoff; or may effect payment of thirty (30) days wages and benefits to the affected employees in lieu of notice, or any portion thereof, in the equivalent amount of the employee's base salary by SNRHA.

An employee with greater seniority may bump a less senior employee in a lower position covered by this Agreement provided that the employee with greater seniority has skills at least equal to those of the less senior employee. An employee in the supervisory unit with greater seniority may bump a less senior employee in any position which he/she occupied in the non-supervisory unit so long as the more senior employee has skills at least equal to those of the less senior employee.

Recall

A former employee on layoff shall retain recall rights for a period of one (1) year after being laid off. When recalled, the reverse order of the layoff procedure will be followed. In order to maintain his/her recall rights, a former employee on layoff shall keep SNRHA informed of his/her current mailing or email address. In recalling a former employee, SNRHA shall notify the former employee by certified letter and regular mail sent to the laid-off former employee's last known mailing address and last known email address. SNRHA shall concurrently notify the Union of the recall.

The former employee must respond within fourteen (14) calendar days from the postmark date SNRHA mailed the certified letter and regular mail. If the former employee fails to respond within the specified time frame, his/her name shall be removed from the recall list. The former employee shall have five (5) working days to report to work after responding to a recall unless the time is extended by SNRHA.

SNRHA shall provide the Union with a seniority list on an annual basis or at the time SNRHA notifies the Union of a pending layoff. The seniority list shall include the name, position and length of seniority of each bargaining unit employee.

ARTICLE 45 SAVINGS CLAUSE

If any provision of this document or any application of the document to any person or persons covered herein be found contrary to Federal Law or the Nevada Revised Statutes, then the provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions thereof shall continue in full force and effect. If there is any change in Federal Law or the Nevada Revised Statutes that would invalidate or supplement any provision of this Agreement, excluding changes in Chapter 288, Nevada Revised Statutes, the parties will meet to negotiate any change in the Agreement relative to the affected provisions only.

In the event Chapter 288 of the Nevada Revised Statutes is amended, SNRHA and the Union, through a committee of not more than five (5) representatives each, will meet within thirty (30) days of such passage to informally discuss the ramifications, if any, on the current negotiated Agreement.

ARTICLE 46 WAIVER OF BARGAINING RIGHTS

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of such rights are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively or be subject to arbitration with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Every and all other provisions contained in and through existing rules, policies, regulations and universal SNRHA-wide practices which may provide benefits applicable to bargaining unit employees will continue to be granted to bargaining unit employees unless specifically modified by the terms of this Agreement.

**ARTICLE 47
MUTUAL RESPECT CLAUSE**

SNRHA and the Union acknowledge the dignity and worth of every person and in doing so will make every effort to fully contribute to the growth and development of SNRHA. All employees shall treat each other with dignity, courtesy and respect regardless of title or position. In addition, both parties agree to fully contribute to the growth and development of SNRHA and the well-being of the clients we serve.

The purpose of this article is to create a work environment consisting of understanding and mutual respect for all. This clause also extends to the treatment of clients, vendors and all citizens SNRHA serves.

**ARTICLE 48
TERM OF AGREEMENT**

This Agreement shall be effective September 1, 2018, and shall remain in full force and effect through and including August 31, 2021, unless SNRHA and the Union mutually agree to change, amend, modify, or terminate this Agreement sooner or either party gives notice to the other party at least ninety (90) days, but not more than one hundred twenty (120) days prior to the expiration date of its intent to renegotiate the provisions of this Agreement.

Both parties agree that the terms of this Agreement have taken into account the provisions and requirements of Senate Bill 241 and the changes to NRS Chapter 288.

**ARTICLE 49
MANAGEMENT RIGHTS**

1. SNRHA is entitled, without negotiation, to the sole right and authority to operate and direct the affairs of SNRHA in all its various aspects. Those rights include but are not limited to the following:

- a. Hire, direct, promote, assign, transfer or take disciplinary action against any employee, but excluding the right to harass an employee through reassignment or transfer as a form of discipline. Transfers and reassignments for the improvement of personnel staffing and utilization shall not be deemed a form of discipline;
- b. Reduce in force or lay off any employee because of lack of work, low workload conditions, lack of funds, or for other conditions. In exercising this right, SNRHA shall comply with all other provisions of the NRS, if any;

- c. Determine appropriate staffing levels and staffing ratios, job assignments, work schedules, shift assignments, the starting time for each shift, and performance standards except for safety considerations;
 - d. Determine the content of the work day including, without limitation, work load factors except for safety considerations;
 - e. Determine the quality and quantity of services to be offered to the public, the means and methods of offering those services, and to change such methods or procedures, including the use of new equipment or facilities;
 - f. Extend, limit, curtail or subcontract its operations;
 - g. Promulgate, revise and modify rules, regulations and personnel policies; and
 - h. Take whatever actions may be necessary to carry out its responsibilities in situations of emergency.
2. All rights and responsibilities of SNRHA not specifically modified by the Agreement shall remain the functions of SNRHA. The above enumerated management rights shall not contravene the expressed terms of this Agreement and shall be subject thereto.
3. Any Human Resources policy created by SNRHA must be communicated in writing to the Union thirty (30) calendar days in advance of implementation. Prior to implementation, upon request by the Union, SNRHA will meet and confer with the Union concerning the impact of the implementation of the policy on the bargaining unit. If the employee is required to sign an acknowledgment of any such Human Resources policy, a copy of the signed document shall be provided to the employee.
4. In such event a section or provision of any Human Resources policy created by SNRHA conflicts with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.

ARTICLE 50 EDUCATIONAL ASSISTANCE

Tuition Reimbursement

This policy applies to any regular, full-time employee who has completed twelve (12) months of employment with SNRHA.

SNRHA may reimburse the cost of tuition, student application fees and lab fees that are required as part of a degree related curriculum, which is directly related to the area the employee works in such as MIS or Accounting. The cost of books will not be covered. Non-degree courses that enhance job performance will be considered. Examples are computer instruction classes, supervisory and management classes, etc. The Department's budget may limit the number of employees and/or courses in any given year.

Tuition at College of Southern Nevada and the University of Nevada, Las Vegas, will be covered. Courses taken at any other university or out-of-state program (if approved) will be covered at a rate no greater than fees charged by the University of Nevada, Las Vegas. An employee must receive a "C" grade or better to receive reimbursement for any approved courses. In the event the course is only pass/fail, a pass will be sufficient for reimbursement purposes.

If an employee receives financial assistance for a course from other sources, such as grants, scholarships, etc., SNRHA will reimburse only the amount not covered by such financial assistance. This does not include student loans.

SNRHA will reimburse up to twelve (12) credit hours per year and a maximum of one hundred and thirty-two (132) credit hours for the undergraduate program, and up to six (6) credit hours per semester and a maximum of thirty-six (36) credit hours for the graduate program. However, if an employee voluntarily separates from SNRHA for any reason before finishing one (1) year of service following completion of a course, and SNRHA has already reimbursed the employee for tuition fees, the amount of the tuition fees which SNRHA has paid within that year shall be withheld from the employee's final payroll check. Employees shall sign an agreement authorizing such withholding before receiving any reimbursement.

NOTE: IRC §132 and IRS Regulation 1.162-5 govern all educational assistance; therefore, the tax status on tuition reimbursement is subject to change.

Agreed to this 23rd day of APRIL, 2019.



SNRHA



SEIU Local 1107

Tuition at College of Southern Nevada and the University of Nevada, Las Vegas, will be covered. Courses taken at any other university or out-of-state program (if approved) will be covered at a rate no greater than fees charged by the University of Nevada, Las Vegas. An employee must receive a "C" grade or better to receive reimbursement for any approved courses. In the event the course is only pass/fail, a pass will be sufficient for reimbursement purposes.

If an employee receives financial assistance for a course from other sources, such as grants, scholarships, etc., SNRHA will reimburse only the amount not covered by such financial assistance. This does not include student loans.

SNRHA will reimburse up to twelve (12) credit hours per year and a maximum of one hundred and thirty-two (132) credit hours for the undergraduate program, and up to six (6) credit hours per semester and a maximum of thirty-six (36) credit hours for the graduate program. However, if an employee voluntarily separates from SNRHA for any reason before finishing one (1) year of service following completion of a course, and SNRHA has already reimbursed the employee for tuition fees, the amount of the tuition fees which SNRHA has paid within that year shall be withheld from the employee's final payroll check. Employees shall sign an agreement authorizing such withholding before receiving any reimbursement.

NOTE: IRC §132 and IRS Regulation 1.162-5 govern all educational assistance; therefore, the tax status on tuition reimbursement is subject to change.

Agreed to this _____ day of _____, 20____.

SNRHA

SEIU Local 1107

**APPENDIX A
SUPERVISORY & NON-CONFIDENTIAL
(Union Eligible)**

AFFORDABLE HOUSING

NE Maintenance Supervisor
E Property Manager

DEVELOPMENT/MODERNIZATION

E Construction Manager
E Development/Modernization Coordinator

FINANCE

NE Financial Analyst

HOUSING PROGRAMS

E Housing Choice Voucher Supervisor
E Housing Programs Manager
E HQS Supervisor
E Special Programs Supervisor

OPERATIONS

E Eligibility Manager
NE Maintenance Superintendent
NE Maintenance Supervisor

PROCUREMENT

NE Procurement Supervisor
NE Warehouse Supervisor

SUPPORT SERVICES

E Resident Program Coordinator

**APPENDIX B
NON-SUPERVISORY & NON-CONFIDENTIAL
(Ineligible for Supervisory Union)**

AFFORDABLE HOUSING

NE Assistant Property Manager
NE Maintenance Aide
NE Maintenance Mechanic
NE Maintenance Worker

DEVELOPMENT/MODERNIZATION

NE Construction Inspector
NE Development/Modernization Specialist
NE Office Assistant II

EXECUTIVE OFFICE

E Hearing Officer and 504 Coordinator

FINANCE

NE Accounting Specialist I
NE Accounting Specialist II
NE Office Assistant I

HOUSING PROGRAMS

NE Compliance Specialist/Trainer
NE Fraud Investigator
NE HQS Inspector
NE Lead HQS Inspector
NE Occupancy Specialist
NE Office Assistant I
NE Office Assistant II
NE Portability Specialist
NE Senior Occupancy Specialist
NE Eligibility Specialist

IT

NE Data Analyst
NE Information Technology Specialist
NE Call Center Specialist

OPERATIONS

NE Client Service Specialist
NE Eligibility Specialist
NE Housing Assistant Specialist I
NE Housing Assistant Specialist II
NE Maintenance Aide
NE Maintenance Mechanic
NE Maintenance Worker
NE Office Assistant I
NE Office Assistant II
NE Senior Eligibility Specialist
NE Housing Admissions Specialist

PROCUREMENT

E Contracts Administrator
NE Procurement Assistant
E Procurement Specialist
NE Procurement Technician
NE Procurement Specialist – Fleet/Materials/Fixed Asset

SUPPORT SERVICES

NE Caseworker
NE Family Self-Sufficiency Coordinator
NE Office Assistant I
NE Office Assistant II
NE Program Specialist
NE Resident Services Driver
NE Senior Services Program Coordinator
NE Support Services Coordinator
NE Section 3 Coordinator
NE Home Ownership Coordinator

ADMINISTRATIVE, CONFIDENTIAL

AFFORDABLE HOUSING

Director of Affordable Housing

DEVELOPMENT/MODERNIZATION

Director of Development/Modernization

Deputy Director of Development/Modernization

EXECUTIVE OFFICE

Deputy Executive Director

Executive Director

Executive Administrative Assistant

FINANCE

Director of Finance

E Accountant

HOUSING PROGRAMS

Director of Housing Programs

Deputy Director of Housing Programs

Executive Secretary

E Associate Deputy Director I

E Executive Administrative Assistant

HUMAN RESOURCES

Manager of Human Resources

HR Generalist

HR Specialist

HR Executive Secretary

Payroll Specialist

E Risk Management Coordinator

OPERATIONS

Asset Manager

Deputy Director of Operations

Director of Operations

Executive Secretary

E Maintenance Superintendent

PROCUREMENT

Manager of Procurement

SUPPORT SERVICES

Director of Supportive Services

IT

Manager of IT

NE Network Administrator

NE Programmer/Analyst

NE Management Analyst/Quality

Control Specialist

APPENDIX C

(A copy of SNRHA's Accident/Incident Report Effective 6/2010 – Revised 7/2010 begins on the following page)



SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

ACCIDENT/INCIDENT REPORT

The purpose of this form is to provide a written report of an accident, injury, illness, damage to a person and/or property, or a complaint of harassment, discrimination, etc. Please complete each section and forward the original and copies as indicated. PLEASE NOTE: Reports directly involving an employee(s) must be completed by the supervisor(s). Please type or print in ink.

Report Taken By	Date:
Title:	Contact No.

Section 1 – CLASSIFICATION (check all that applies)

ACCIDENT/ INJURY / ILLNESS	<input type="checkbox"/> EMPLOYEE • RESIDENT • THIRD PARTY/OTHER:
PROPERTY	<input type="checkbox"/> SNRHA PROPERTY • RESIDENT PROPERTY • THIRD PARTY PROPERTY/OTHER:

Section 2 – ACCIDENT/INCIDENT INFORMATION

DATA & LOCATION	DATE:
	If unsure, estimate DATE/TIME to be between:(Date/Time) _____ and (Date/Time) _____
	Name of SNRHA property and AMP #:
	Address (and/or describe location of incident):

PERSON(S) INVOLVED	1	NAME (Last/First/Middle)	2	NAME (Last/First/Middle)	
				ADDRESS	
		CITY ST NV		CITY ST ZIP	
		PHONE NUMBERS		PHONE NUMBERS	
		Primary: • Home • Bus • Cell		Primary: • Home • Bus • Cell	
		Secondary: • Home • Bus • Cell		Secondary: • Home • Bus • Cell	
		<input type="checkbox"/> EMPLOYEE <input type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> COMPLAINANT		<input type="checkbox"/> EMPLOYEE <input type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> COMPLAINANT	
		Additional contact person/number:		Additional contact person/number:	
		3	NAME (Last/First/Middle)	4	NAME (Last/First/Middle)
			ADDRESS		ADDRESS
		CITY ST ZIP		CITY ST ZIP	

	<p style="text-align: center;">PHONE NUMBERS</p> <p>Primary: _____ • Home • Bus • Cell</p> <p>Secondary: _____ • Home • Bus • Cell</p> <p><input type="checkbox"/> EMPLOYEE <input type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> COMPLAINANT</p> <p>Additional contact person/number: _____</p>	<p style="text-align: center;">PHONE NUMBERS</p> <p>Primary: _____ • Home • Bus • Cell</p> <p>Secondary: _____ • Home • Bus • Cell</p> <p><input type="checkbox"/> EMPLOYEE <input type="checkbox"/> VICTIM <input type="checkbox"/> WITNESS <input type="checkbox"/> COMPLAINANT</p> <p>Additional contact person/number: _____</p>
VICTIM/ EMPLOYEE INFORMATION	THIS INFORMATION MUST CORRESPOND TO VICTIM/EMPLOYEE NAME(S) LISTED ABOVE. USE EXTRA COPY IF NECESSARY.	
	VICTIM / EMPLOYEE	VICTIM / EMPLOYEE
	Name:	Name:
	Male • Female • <u> Ht. </u> <u> Wt. </u> • <u> Adult </u> • Child (under age 18)	Male • Female • <u> Ht. </u> <u> Wt. </u> • <u> Adult </u> • Child (under age 18)
	Nature of injury (scratch, cut, bruise, etc.)	Nature of injury (scratch, cut, bruise, etc.)
	Part of body injured (i.e. left ring finger, right ankle, etc.)	Part of body injured (i.e. left ring finger, right ankle, etc.)
	Medical treatment accepted? <u> Yes </u> / No If yes, administered by whom: _____	Medical treatment accepted? <u> Yes </u> / No If yes, administered by whom: _____
	Was victim/employee transported? <u> Yes </u> / <u> No </u> If yes, by whom: _____	Was victim/employee transported? <u> Yes </u> / <u> No </u> If yes, by whom: _____
	If employee, was s/he taken for a drug/alcohol screen? <u> Yes </u> / <u> No </u> Did s/he return to work? <u> Yes </u> / <u> No </u> Time: _____	If employee, was s/he taken for a drug/alcohol screen? <u> Yes </u> / <u> No </u> Did s/he return to work? <u> Yes </u> / <u> No </u> Time: _____
	PLEASE CHECK OR CIRCLE ALL THAT CLOSELY APPLIES TO THE CORRESPONDING VICTIM/EMPLOYEE.	
<p>Appearance/Behavior/Speech/Performance:</p> <ul style="list-style-type: none"> • Bloodshot eyes • Drowsiness • Drunken behavior with or without odor of alcohol • Extreme mood changes • Poor hand/eye coordination • Wanders Aimlessly • Other appearance observed: _____ <p>Footwear: Pumps Boots Sandals Sneakers Platforms Loafers Other: _____</p> <p>Physical Devices: Cane Brace Crutches Walker Wheelchair Motorized cart Other: _____</p>	<p>Appearance/Behavior/Speech/Performance:</p> <ul style="list-style-type: none"> • Bloodshot eyes • Drowsiness • Drunken behavior with or without odor of alcohol • Extreme mood changes • Poor hand/eye coordination • Wanders Aimlessly • Other appearance observed: _____ <p>Footwear: Pumps Boots Sandals Sneakers Platforms Loafers Other: _____</p> <p>Physical Devices: Cane Brace Crutches Walker Wheelchair Motorized cart Other: _____</p>	
FURTHER DETAILS CORRESPONDING TO VICTIM/EMPLOYEE		
What was victim/ employee doing at the time of accident/ incident? (i.e. sleeping, walking, driving, etc.) Walking out of store	What was victim/ employee doing at the time of accident/ incident? (i.e. sleeping, walking, driving, etc.)	

Additional information about this victim/employee:	Additional information about this victim/employee:
----------------------------------------------------	----------------------------------------------------

Section 3 – DESCRIPTION OF ACCIDENT/INCIDENT

DESCRIPTION OF SURROUNDING	Circle, check or complete the appropriate word, box or space that pertains to the scene of the accident/incident.				
	INDOORS		OUTDOORS		
	Appearance of prior damage: Electrical • Yes • <input type="checkbox"/> No Plumbing • Yes • <input type="checkbox"/> No Lighting • Yes • <input type="checkbox"/> No Structural • Yes • <input type="checkbox"/> No Appliances • Yes • <input type="checkbox"/> No Hardware • Yes • <input type="checkbox"/> No Other: • Yes • <input type="checkbox"/> No If 'yes' is checked, please explain all that applies: Floor door frame _____ _____ _____	Floor or surface involved: Dry Wet Cluttered Other: _____ OTHER OBSERVED CONDITIONS: Tile on floor _____ _____ _____ _____	Weather: Clear Cloudy Rainy Sunny Windy Other: _____ Lighting: Daylight Dusk Nighttime	Grounds: Normal Debris Dry/Rocky Slippery Wet/Marshy Other: _____ Roads: Normal Accident Blocked Construction	Other factors/elements observed at the scene of accident/ incident: Electrical Plumbing Lighting Structural Other: _____ OTHER OBSERVED CONDITIONS: _____ _____
	Was area well lit? Yes / No		Debris	Slippery	

DESCRIPTION OF ACCIDENT/ INCIDENT	Briefly describe how did accident/incident happen:				
	Specify equipment, substance or object connected with the accident/incident:				
	If company vehicle involved, please provide the following information:				
	Vehicle No. _____ Plate No. _____		Vehicle No. _____ Plate No. _____		
Make: _____ Model: _____		Make: _____ Model: _____			
Year: _____ Body Type: _____		Year: _____ Body Type: _____			
VIN: _____		VIN: _____			
WAS LAW ENFORCEMENT AND/OR FIRE DEPARTMENT NOTIFIED? •				PHOTOS TAKEN? _____	
Yes • No					

Officer(s) name(s): _____	<input type="checkbox"/> Yes
Police Department Event No.: _____	No
Paramedic/Firemen Unit No.: _____	How many?
Fire Department Event No.: _____	

	Other:	(Please ensure photos are included with this report.)
--	--------	-------------------------------------------------------

Section 4 – DESCRIPTION OF PROPERTY DAMAGE

CAUSE OF DAMAGE	<input type="checkbox"/> FIRE <input type="checkbox"/> WATER <input type="checkbox"/> WEATHER <input type="checkbox"/> COLLISION <input type="checkbox"/> OTHER: Door frame and floor tile <small>(Example of OTHER perils that cause damage: arson, bacteria, contamination, discrimination, earthquake, embezzlement, erosion, error, explosion, harassment, lightning, pest, power failure, riot, sabotage, static electricity, temperatures, terrorism, theft, vandalism)</small>
------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DESCRIPTION OF PROPERTY DAMAGE	<p>Describe damage caused by incident circled above:</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
---------------------------------------	-----------------------------------------------------------------------------------------------------------------------------

ESTIMATED COST TO REPAIR DAMAGES: \$

RESIDENT INFORMATION ONLY

1. Was resident moved or is in the process of being moved as a result of damage(s)? • Yes • No
2. Was resident advised of any possible lease violation(s) associated with the damage(s)?
 Yes • No
3. Does resident have renter's insurance? • Yes • No

DESCRIPTION OF DAMAGED	Item (brand name)	Description	Purchased (Where and When)	Original cost or estimate the time of purchase or gifted. (Receipts are Preferred)
------------------------	-------------------	-------------	-------------------------------	---------------------------------------------------------------------------------------

PERSONAL PROPERTY							
	TOTAL COST OF ESTIMATED DAMAGES:					\$	
	VEHICLES INVOLVED IN ACCIDENT						
Year	Make	Model	Body type	VIN	Estimated damages		
Important: Items listed above must be examined by a supervisor or an authorized representative of the agency. Attached additional sheet if necessary. Damaged items examined by:							
Section 5 – REMEDIES/RECOMMENDATIONS							
<p>What actions have been taken to remedy the cause of the listed injury/illness/accident/property damage or complaint and to prevent this situation from happening again? Be specific (Who, What, Where, and When was a remedy done):</p> <hr/> <hr/>							
Section 6 – STATEMENT							
<p>This section is to be used by individual completing this report. For additional statements, individual(s) must complete the Statement Form and attach to this report.</p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>							
Print Name LaNethia L. Hampton			Signature			Date 3/26/2014	

Victim, Employee, Witness and/or Complainant statements are to be filled out on the SNRHA Statement/Complaint Form and attached to this report.