

## Labor Arbitration Decision, S. Nevada Regional Housing Authority, 2022 BL 420042, 2022 BNA LA 419

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Printed By:EBROWN62 on Thu, 19 Jan 2023 10:03:25 -0500

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### BNA Headnotes

#### LABOR ARBITRATION

##### SUMMARY

##### [1] Discharge - Dishonesty - Failure to report

**accident** ► [100.552525](#) ► [100.15](#) ► [100.5515](#) ► [100.5520](#) [\[Show Topic Path\]](#)

Arbitrator Renee Mayne ruled that the Southern Nevada Regional Housing Authority had just cause to discharge a maintenance worker who hit a dumpster while backing an agency truck out of the shop, even though there was only minor damage to the truck's bumper, because he failed to report the accident to his supervisor on the day it occurred. She found that the grievant knew that the agency's vehicle policy required timely reporting of accidents, a co-worker credibly testified that he showed the grievant there was minor damage to the truck's bumper, and the grievant hid the accident from his manager. Although he would've received only a two-day suspension had he reported the accident, the CBA and the vehicle policy authorized greater discipline, including discharge, for serious violations such as dishonesty.

**Labor Arbitration Decision, S. Nevada Regional Housing Authority, 2022 BL 420042, 2022 BNA LA 419**

**Pagination**

\* BNA LA  
419 p

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FMCS Case No. 221108-00970  
Arbitrator Case No. 22-02-31ARB

IN THE ARBITRATION PROCEEDINGS PURSUANT TO  
THE AGREEMENT BETWEEN THE PARTIES  
SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY  
and  
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1107  
Disciplinary Arbitration: A\_\_\_

**ARBITRATOR'S OPINION AND AWARD**

August 19, 2022

August 19, 2022

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### **INTRODUCTION**

This arbitration arose under the terms of the collective bargaining agreement (Agreement, CBA) between the Service Employees International Union Local 1107 (SEIU, Union) and the Southern Nevada Regional Housing Authority (Employer, SNRHA). Under the terms of the Agreement, Arbitrator Renée Mayne was selected by the parties to preside over the arbitration proceedings and to issue a final and binding decision to resolve the grievance.<sup>1</sup>

The virtual evidentiary proceeding occurred with a live arbitration hearing and witness testimony on June 6, 2022, via the Zoom video conference platform. Prior to the hearing, the parties' counsel submitted their exhibits and stipulated issue statements to the Arbitrator.

The Arbitrator administered an oath of honesty to the witnesses: B \_\_, C \_\_, D \_\_, E \_\_, and A \_\_ (Grievant). The parties had full opportunity to examine and cross-examine witnesses, submit relevant exhibits and evidence, and argue the issues in dispute. The record of the proceedings officially closed when the Arbitrator received the parties' post-hearing briefs on July 19, 2022, and the parties deemed the dispute as submitted for the Arbitrator's Opinion and Award.

### **STIPULATED ISSUE STATEMENTS**

1. Did the Employer have just cause to terminate the Grievant?
2. If the Arbitrator decides that the Employer did have just cause to terminate the Grievant, the grievance is denied.
3. If the Arbitrator finds that the Employer did not have just cause to terminate the Grievant, what is the appropriate remedy?<sup>2</sup>

### **SUMMARY OF FACTS**

The Grievant was a maintenance worker with the Southern Nevada Regional Housing Authority (SNRHA) since August 2010. The Grievant's manager, B\_\_\_, Asset Manager, was also hired at SNRHA in August 2010.<sup>3</sup>

On August 2, 2021, at approximately 7:30 a.m., the Grievant had a vehicular accident. As the Grievant drove a work truck backward from the maintenance shop, the truck's bumper hit a dumpster outside the shop. According to the Grievant, there was no damage to the vehicle. Therefore, he did not report the incident to his manager, Mr. B\_\_\_.<sup>4</sup>

In the late afternoon[\*2] [\*2] [\*2] on the same day as the accident, the Grievant met with Mr. B\_\_\_, Ms. D\_\_\_, Director of Public Housing Operations, and other managers to investigate an alleged physical threat to the Grievant by a maintenance worker. The Grievant testified that he did not raise the early morning accident at the afternoon meeting because the meeting topic was about a threat. After the meeting, the Grievant's manager was informed of the early morning accident by acting maintenance supervisor F\_\_\_.<sup>5</sup>

In an investigative meeting the following morning, August 3, 2021, the Grievant told Mr. B\_\_\_ he did not mention the accident during the previous afternoon meeting because there was no damage to the vehicle. Following an investigation of the accident, the Grievant was terminated from his employment with SNRHA on August 16, 2021.<sup>6</sup>

In the notice of termination, the Grievant's dismissal was based upon his failure to report the accident in accordance with the SNHRA Personnel Handbook Rule 21 *Vehicle Policy*, and his dishonesty by intentionally withholding the accident information from his manager while at their afternoon meeting on August 2, 2021. Pursuant to the CBA, Article 13 *Discipline and Discharge Procedure*, acts of dishonesty may be excluded from progressive discipline: "*Serious violations of conduct or performance standards, such as dishonesty...may result in discipline other than the steps or progressive discipline set forth above.*" Further, according to Mr. B\_\_\_, the Grievant's delay prevented SNRHA from escorting him to a drug and alcohol testing site immediately following the accident, as required in the Personnel Handbook Rule 8.2.1. *Testing Procedures for Reasonable Cause and Post-Accident*. The Grievant was drug and alcohol tested the following day, on August 3, 2021, and the test results were negative.<sup>7</sup>

#### **Grievant's Driving Record at SNHRA**

Prior to the Grievant's accident on August 2, 2021, he had been involved in one other collision since SNHRA hired him in August 2010. In the first accident, the Grievant's work vehicle was rear-ended by another vehicle, and he immediately contacted his supervisor. The Grievant testified he was not drug and alcohol tested in that accident because he was not at fault.<sup>8</sup>

### **Investigation of Grievant's Accident on August 2, 2021**

When B\_\_\_, Asset Manager, learned of the Grievant's collision outside the maintenance shop, he interviewed the Grievant and the two witnesses to the accident: C\_\_\_ and G\_\_\_. Both were maintenance workers who reported to Mr. B\_\_\_ as their manager and worked at the same maintenance shop as the Grievant.<sup>9</sup>

B\_\_\_ interviewed Mr. C\_\_\_ on August 3, 2021, and his responses were documented in a written statement. In Mr. C\_\_\_'s written statement and his testimony at the arbitration hearing, he stated that he saw the Grievant start to back a truck in the maintenance shop, hitting the dumpster. Mr. C\_\_\_[\*3] further testified that the damage to the bumper where it collided with the dumpster was "minor." Mr. C\_\_\_ added that the Grievant[\*3] appeared nervous when[\*3] he exited the vehicle to inspect the bumper and dumpster.<sup>10</sup>

B\_\_\_ also interviewed G\_\_\_ on August 3, 2021. In his written statement, Mr. G\_\_\_ told Mr. B\_\_\_ that when he arrived at work on the morning of August 2, 2021, he went into the shop to pick up materials. However, the Grievant's work truck was blocking access to the materials. Mr. G\_\_\_ said the Grievant then entered the cab of the truck to move it, but the Grievant backed up too fast and hit the dumpster with the back bumper of the truck, "pushing the dumpster to the wall." Mr. G\_\_\_ said the Grievant then drove the truck to the front of the shop and acted as if nothing had happened. Mr. G\_\_\_ said the other witness, Mr. C\_\_\_, advised him not to report the accident, that it was the Grievant's responsibility.<sup>11</sup>

### **Accident Photographs**

The day after the accident, on August 3, 2021, B\_\_\_ photographed the damage caused by the Grievant to the maintenance truck. According to Mr. B\_\_\_, the photographs showed a small tear in the truck's rear bumper and a transfer of light-colored paint from the dumpster to the bumper. C\_\_\_, maintenance worker, confirmed in his investigatory interview with Mr. B\_\_\_ that he saw minor damage to the truck bumper. Two accident photos are shown below.<sup>12</sup>



SCOTT Accident A  
8/2/21



SCOTT Accident B.  
8/2/21

### **Grievant Informed the Accident Caused Minor Damage**

C\_\_ had worked for SNHRA as a maintenance worker for 27 years. He testified that he watched as the Grievant backed up into a dumpster that was outside the maintenance shop. Mr. C\_\_ said the Grievant asked him what he hit, and he said he told the Grievant he hit the dumpster; the Grievant told him he thought he had hit the fence. Mr. C\_\_ testified that he looked at the bumper and observed minor damage, and he showed it to the Grievant. Mr. C\_\_ said he did not report the accident to SNRHA.<sup>13</sup>

### **Employer's Compliance Training Program**

D\_\_\_, Director of Public Housing Operations, maintained that the Grievant should have known he was required to immediately report the accident to his supervisor. Further, he was also required to submit a diagram of the accident to his supervisor, and the Grievant failed to do both.<sup>14</sup>

While the Personnel Handbook had not been updated in a decade, Ms. D\_\_\_ maintained the Grievant knew he had to report all vehicular accidents per Rule 21 *Vehicle Policy* of the Personnel Handbook, which he signed for on August 24, 2010, soon after the Grievant was hired. Further, the Grievant received the update to the handbook on May 24, 2011. She testified that had he complied with Rule 21, the Grievant would have received a two-day suspension per the policy's vehicle accident discipline matrix.<sup>15</sup>

Ms. D\_\_\_ thought that employees in her department were given periodic training from their supervisors on the relevant portions of the Personnel Handbook. She also acknowledged that the Employer needed to expand its training program[\*4] and that a corporate trainer had been recently hired. While Ms. D\_\_\_ said the Union provided its members with updates on the terms of the newly negotiated CBA, the[\*4] Grievant testified he did not receive information[\*4] on the new CBA from the Union. He also said he never received training on the handbook.<sup>16</sup>

### **Grievant's Previous Disciplinary Record**

The Grievant had one disciplinary action in his personnel record before the incident in the instant case. He was alleged to have made racially discriminatory remarks on or about June 11, 2020 (about seven weeks before his vehicle accident). The Employer conducted a workplace investigation and found

sufficient evidence to discipline him. In its notice to discipline the Grievant, the Employer stated that it found him in violation of the Personnel Handbook Rules 1.6 *Non-Discrimination*, and Rule 15.2q. *Improper Employee Conduct: "Disgraceful and/or abusive personal conduct, which the Authority believes reflects adversely on the employee or Authority."* The Employer also cited CBA Article 7 *Non-Discrimination* as another violation. Subsequently, SNRHA suspended the Grievant without pay for three workdays, from June 22 to June 25, 2022.<sup>17</sup>

#### **POSITION OF THE UNION**

The Union's primary argument against the Employer's termination of the Grievant was that he had a minor collision with a dumpster and the damage was inconsequential. Therefore, the Grievant did not think he needed to report the accident to his manager. Further, the topic for the previously scheduled meeting he had with his manager and other managers in the afternoon of the day of the accident involved a threat made by an employee to the Grievant.

Moreover, the Employer failed to engage in progressive discipline as required under Article 13 *Discipline and Discharge* of the CBA, which states, "*Discipline shall be progressive[e].*" Also, Appendix A in the Personnel Handbook contains a matrix and the first offense for a preventable driving accident while backing up would result in a two-day suspension; termination would occur after the third driving offense. The Grievant should have received a two-day suspension and then returned to work.<sup>18</sup>

#### **POSITION OF THE EMPLOYER**

The Grievant was terminated from SNHRA because he withheld from his supervisor that he had a workplace vehicle accident on August 2, 2021. The consequence of his dishonesty in failing to report a workplace vehicular accident is just cause for termination under Article 13 *Discipline and Discharge* of the CBA.

The contract language clearly states that progressive discipline is not required for egregious acts such as dishonesty: "*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...may result in discipline other than the steps or progressive discipline set forth above[e].*" The Grievant's termination should[\*5] be upheld.<sup>19</sup>

#### **EMPLOYER EXHIBITS**

<b>Ex. No.</b>	<b>Title of Exhibit</b>
1.	Collective Bargaining Agreement dated September 1, 2018 to August 31, 2021

<b>Ex. No.</b>	<b>Title of Exhibit</b>
2.	SNRHA Personnel Handbook dated June 10, 2010 and September[*5] 20, 2012
3.	Acknowledgement of Receipt of Personnel Handbook[*5] dated August 24, 2010
4.	SNRHA Acknowledgement of Receipt of Updated Rules 15 -19 dated May 24, 2011
5.	Operations/Supportive Services Employee Ground Rules dated September 10, 2010
6.	A___ Prior Discipline dated June 18, 2020
7.	G___ Interview dated August 3, 2021
8.	C___ Interview dated August 3, 2021
9.	B___ Statement dated August 3, 2021
10.	Photographs of A___'s Accident with SNRHA Vehicle dated August 2, 2021
11.	Investigative Meeting dated August 16, 2021
12.	Notification of Termination of Employment dated August 16, 2021
13.	Step 1 Grievance Response dated September 8, 2021
14.	Step 2 Grievance Response dated September 16, 2021
15.	Step 3 Grievance Response dated October 23, 2021
16.	Notice of Intent to Arbitrate dated November 8, 2021
17.	Notice of Investigative Meeting with A___ dated August 2, 2021 at 4:30 p.m.

<b>Ex. No.</b>	<b>Title of Exhibit</b>
18.	Letter Placing A___ on Investigative Leave dated August 9, 2021

**RELEVANT POLICY AND CONTRACT LANGUAGE**

**Source: Exhibit 1. Collective Bargaining Agreement, dated September 1, 2018 to August 31, 2021.**

**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[\*6] 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[\*6] result in discipline other than the steps or progressive discipline set forth above.[\*6] 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[\*7] 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 workplace rules and/or policies for exempt and non-exempt employees as defined in the Fair Labor Standards Act, unless otherwise stipulated[\*7] in this Agreement, i.e., Article 28. Suspensions will take effect immediately after the imposition of the suspension, approval[\*7] 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[\*8] 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 the employee.

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

Upon written[\*8] request of employee to the Human Resources Department, any written warnings, documented oral warning, coaching and counseling reports,[\*8] 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 fil[e].

**Source: Exhibit 2. SNRHA Personnel Handbook dated June 10, 2010; September 20, 2012.**

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY		
<b>Rule No.</b>	<b>21</b>	<b>VEHICLE POLICY</b>
Board Approved:		

21.1 VEHICLE POLICY

Employees who operate Housing Authority vehicles are responsible for the safe operation of the vehicles and for the safety of passengers and pedestrians. Housing Authority policy regarding the operation of vehicles includes:

- (1) Employees, who drive any Authority vehicles, including scooters, must have in their possession a valid Nevada driver's license and comply with the Department of Motor Vehicles requirements for medical examinations and license renewal. Employees must notify their supervisor if their license is suspended, revoked or expired.
- (2) The Authority will review the driving record of persons that operate Authority vehicles. An invalid license or a poor driving record may result in disqualification for the positions. Driving with a suspended license may result in disciplinary action, demotion or termination.
- (3) The driver is responsible for checking the safety and general condition of the vehicle. Each employee is issued a Safety Manual. Those employees required to drive an Authority vehicle are responsible for following guidelines and procedures outlined in the Fleet Manual section, as well as further clarification of basic standards provided in this policy.
- (4) No employee may use a vehicle for any purpose for which it was not designed, operate it beyond its designed limits, and operate it in areas or locations which are prohibited, or cause damage through neglect, misuse, improper driving techniques, or improper handling.
- (5) Employees must adhere to all traffic laws and regulations when operating Authority vehicles, even if not on city streets. Employees cited for traffic or parking violations are responsible for the fees associated with such citations received while operating or utilizing Authority vehicles.
- (6) Authority vehicles are to be used for Authority business only. Employees using Authority vehicles for personal use will be subject to disciplinary action.

- (7) Personal property not directly related to the employee's job may not be used; stored or transported in an Authority vehicle. Personal property may not be attached to or installed in an Authority vehicle.
- (8) Employees shall not permit other unauthorized persons to ride in Authority vehicles, except in the event of an emergency.
- (9) When Authority employees are required to obtain a vehicle from a car rental agency, the employee shall request the "maximum collision insurance coverage" available.
- (10) All employees shall park their Authority vehicles in a legal and proper manner, remove the keys and lock the vehicles. Employees will not park on the wrong side of the street or highway and will use the parking brake.
- (11) No employee is permitted to drive a vehicle which is owned by the Authority outside the State of Nevada or drive their personal vehicle on Authority business unless the employee maintains adequate liability insurance. Please provide evidence of personal liability insurance to the Human Resources Department.
- (12) Employees who are required to use their personal vehicles to conduct Housing Authority business shall be reimbursed, upon the written approval of their Department Head, at the current IRS rate per mile.

21.2 WHAT TO DO IN THE EVENT OF AN AUTOMOBILE ACCIDENT

- (1) Accidents on City Property With No Other Vehicles Involved and No Injury
  - a) Notify supervisor immediately.
  - b) Do not move the vehicle or leave the scene until instructed to do so by the supervisor.
  - c) Prepare a written statement, with a diagram, as to how the accident occurred.
- (2) Accidents Involving a Collision with Other Vehicles, Damage to Private Property, Personal Injury, or Death
  - a) Do not remove the vehicle

- b) Call Metropolitan Police and indicate the severity of the accident and location.
- c) Notify supervisor.
- d) Do not make ANY statements regarding the accident.
- e) Obtain the name, address and telephone number of all witnesses.
- f) Do not leave the scene until directed to by your supervisor.
- g) Supervisors should report the accident immediately to the Risk Management Office.

21.3 OTHER BASIC STANDARDS OF THE ROAD

- (1) Current Nevada Driver's License: All employees when operating an Authority vehicle will be required to have in their possession a current and valid Nevada Driver's License. If an employee is required to drive an Authority vehicle as a requirement for his/her job assignment that employee must notify his/her immediate supervisor and the Human Resources Department if the driver's license is suspended, revoked or expired. An evaluation will be performed by the appropriate manager/supervisor or the Human Resources Manager to determine whether the employee is able to perform the majority of the assigned duties and responsibilities without a current driver's license. If it is determined that the employee cannot perform the majority of his/her duties and responsibilities as required, the employee will be suspended for a reasonable period of time and allowed the opportunity to reinstate the driver's license privileges. If the driver's license is mandatory for the job performance and the employee cannot obtain reinstatement of the driver's license within the time allowed, which will normally not exceed thirty (30) days, the employee will be subject to immediate termination.
- (2) Only SNRHA employees are authorized to operate Authority vehicles. The only authorized passengers are Authority employees or program/work related persons.
- (3) Seat Belts: The assigned driver will be responsible for ensuring the operator and all passengers riding in Authority vehicles wear provided seat belts at all times when vehicle is in operation.
- (4) Posted Speed Limit/Directional Signs: Employees are required to observe all legally posted speed limit/directional signs and other local, city, state or

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federal laws and regulations governing the operation of a motor vehicle within the jurisdiction in which the vehicle is operated.

- (5) **Personal Use of Vehicles:** All employees are prohibited from using an Authority vehicle for personal use before the scheduled work hours, during work hours (including lunch hour) or after their scheduled work shift. An employee may use Authority vehicles for Authority business.
- (6) **Use of Alcohol/Illegal Drugs:** No employee is allowed to consume/drink alcoholic beverages or use illegal drugs during work hours, including lunch hour, or any other time while performing their job or operating an Authority vehicle. (Refer to Rule 8, in addition to the Vehicle Operation Disciplinary Action Procedure found in Appendix A).
- (7) **Timely Reporting of Accidents, Receipt of Citation, or Loss of Driver's License:** Employees must report an accident, receipt of citation or loss of driver's license within thirty (30) minutes of incident occurring, unless incapacitated and such incapacitation may be confirmed in due course.

21.3.1 **Violation of Vehicle Policy:** Any employee violating any of these provisions of this Vehicle policy will be subject to discipline up to and including termination.

21.3.1.1 Vehicle Operation Disciplinary Action Procedure:

The Vehicle Operation Disciplinary Action Procedure is provided as a guide to address disciplinary action in relation to traffic offenses brought about while operating an Authority vehicle. Information contained in the diagram is not inclusive. Disciplinary action may be imposed further based on the accumulating violations (See Appendix A.)

<b>VEHICLE OPERATION DISCIPLINARY ACTION PROCEDURE</b>			
TRAFFIC OFFENSES while operating an SNRHA anywhere.	<b>MINIMUM DISCIPLINARY ACTION</b> Based on driver's record during previous twelve (12) months of employment and the evaluation of the offense		
	<b>FIRST OFFENSE</b>	<b>SECOND OFFENSE</b>	<b>THIRD OFFENSE</b>
y Citation for a moving traffic violation  y Failure to wear a seat belt (either operator or passenger)	One (1) day LWOP	(1) Two (2) days LWOP <b>plus</b>  (2) Attendance, at the employee's own personal time and expense, at the local traffic school as scheduled by the Human Resources Department, <b>and</b>  (3) Written warning of termination at the next offense	T E R M I N A T I O N
y Preventable accident/incident:  > Backing or rollaway  > Others	Two (2) days LWOP  One (1) day LWOP	Three (3) days LWOP in addition to (2) and (3) above.  Two (2) days LWOP in <b>addition</b> to (2) and (3) above.	T E R M I N A T I O N
y Driving under the influence of intoxicating liquor, stimulating or stupefying drugs	<b>TERMINATION</b>		
Other traffic and/or policy violations	Action as recommended by the Safety Officer and/or Human Resources Manager.		

**OPINION**

The Grievant worked for the Southern Nevada Regional Housing Authority (SNRHA) for eleven years before he was terminated from employment for failing to report a vehicular accident, a violation of Rule

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21 *Vehicle Policy* of the Personnel Handbook. SNRHA also found him to be dishonest and therefore subject to Article 13 *Discipline and Discharge* of the CBA, because he intentionally withheld this information from his manager.

Approximately seven weeks before the accident, the Grievant had received a three-day suspension for an incident where he made discriminatory remarks. The truck accident was also a serious incident for the Employer because the Grievant was not truthful when he said he did not report the accident because there was no damage. C\_\_\_ testified that after the Grievant hit the dumpster, he showed the Grievant there was minor damage to the truck's bumper.

Although the Grievant had a recent adverse performance record seven weeks before the accident, the Director of Public Housing Operations testified that had he promptly reported the minor accident, he would have received a two-day suspension per the Rule 21 discipline matrix. Instead, the Grievant hid the accident from his manager, because in his view, it was minor.

Rule 21's unambiguous policy language mandates that employees must report all vehicle accidents immediately. While SNRHA had not implemented employee training for Rule 21, the Director of Public Housing Operations testified that the Human Resources department was developing training programs. Nevertheless, the Arbitrator finds the Grievant failed in his professional responsibility to report the vehicle accident to his manager on the day it occurred, regardless of whether there was any damage. Based upon the foregoing evidence, the Arbitrator finds the Grievant intentionally chose not to inform his manager[\*9] of his SNRHA vehicle accident, and in doing so, was dishonest. Therefore, the Grievant was subject to the termination clause in Article 13 of the CBA.

### **AWARD**

The Arbitrator finds the Southern Nevada Regional Housing Authority had just cause to terminate the Grievant. The grievance is hereby denied.

RENÉE MAYNE, ARBITRATOR

AUGUST 19, 2022

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[fn](#)

1 Federal Mediation and Conciliation Service letter dated February 24, 2022.

[fn](#)

2 Tr. 7.

[fn](#)

3 Tr. 14-16.

[fn](#)

4 Tr. 130.

[fn](#)

5 Tr.[\*9] 29; 130.

[fn](#)

6 Exhibit 12.

[fn](#)

7 Exhibits 1-2; Tr. 144-146.

[fn](#)

8 Tr. 133-136.

[fn](#)

9 Exhibits 7-8; Tr: 16-17.

[fn](#)

10 Exhibit 8; Tr. 40-45.

[fn](#)

11 Exhibit 7.

[fn](#)

12 Tr. 36-37; Exhibit 8; Exhibit[\*9] 10.

[fn](#)

13 Tr. 41-43.

[fn](#)

14 Tr. 36; 62-63.

[fn](#)

15 Exhibits 2-4; Tr. 88-89.

[fn](#)

16 Tr. 106-107; 129; 140; 144.

[fn](#)

17 Exhibits 1-2; 6.

[fn](#)

18 Exhibit 2.

[fn](#)

19 Exhibit 1.

## General Information

<b>Case Name</b>	S. Nevada Regional Housing Authority
<b>Date Filed</b>	Fri Aug 19 00:00:00 EDT 2022
<b>Judge(s)</b>	Renee Mayne
<b>Citation</b>	2022 BL 420042; 2022 BNA LA 419; 22-02-31ARB; 221108-00970