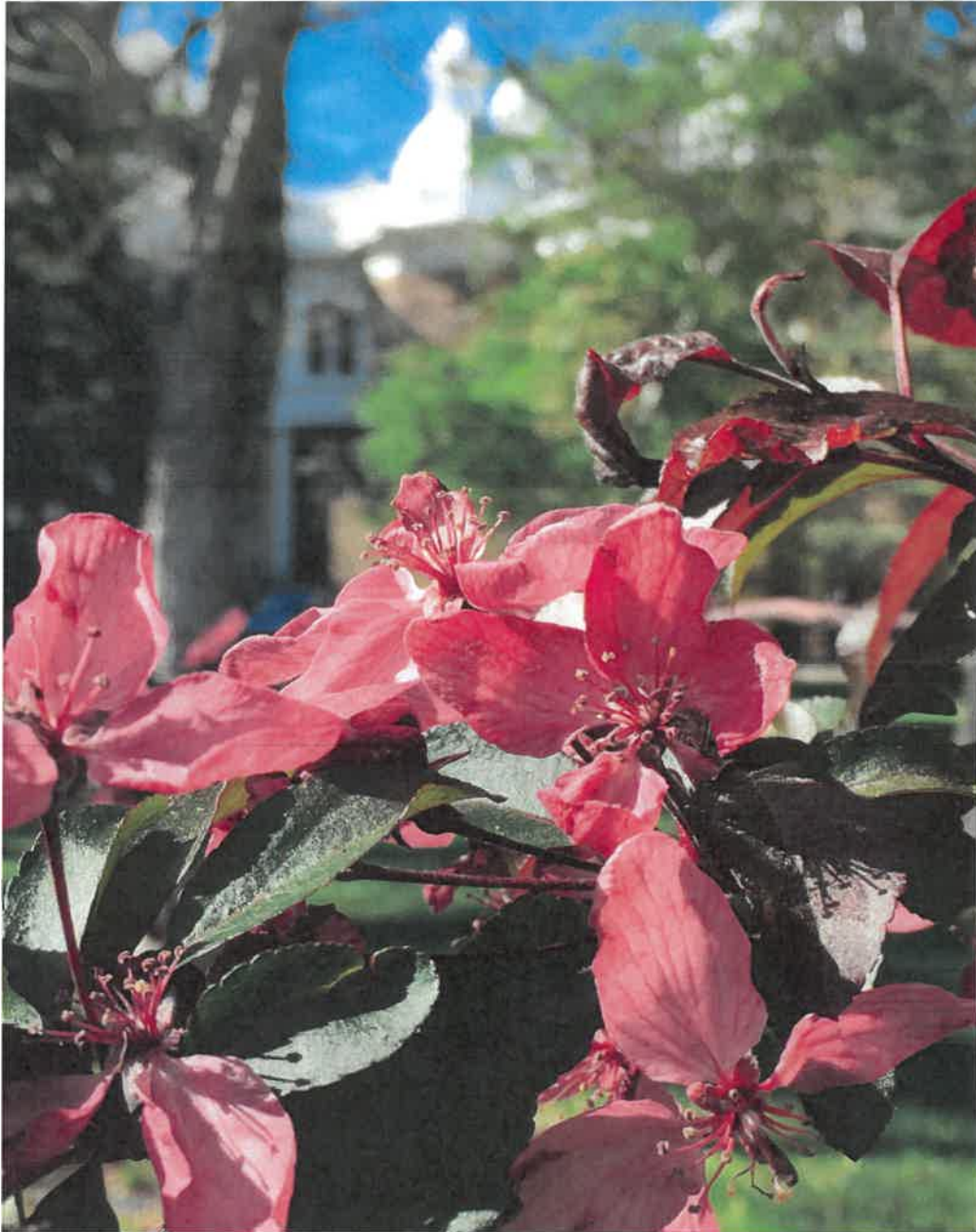




# STATE OF NEVADA

## Board of Examiners Meeting



**May 19, 2021, 10:00 AM**

Pursuant to Emergency Directive 006, as extended, section 1, there will be no physical location for this meeting.

Conference Call Line: 775-687-0999 or 702-486-5260  
Please call 775-684-0222 for collaboration code

Governor Steve Sisolak  
Chairman

Susan Brown  
Clerk of the Board



Attorney General Aaron D. Ford  
Member

Secretary of State Barbara K. Cegavske  
Member

## STATE OF NEVADA BOARD OF EXAMINERS

209 E. Musser Street, Room 200 / Carson City, NV 89701-4298

Phone: (775) 684-0222 / Fax: (775) 684-0260

<http://budget.nv.gov/Meetings>

### PUBLIC MEETING NOTICE AND AGENDA

**Date and Time:** May 19, 2021, 10:00 AM

**Location:** Pursuant to the Governor's Emergency Directive 006, as extended, there will be no physical location for this meeting. This meeting can be viewed on YouTube. The link will not go live until 10:00 am.

[https://www.youtube.com/watch?v=0jM7UZnnS\\_k](https://www.youtube.com/watch?v=0jM7UZnnS_k)

**Please do not call for the collaboration code if you have not been contacted by your Executive Branch Budget Officer to do so. Thank you.**

**Conference Call Line For Public Comment** 775-687-0999 or 702-486-5260  
Please call 775-684-0222 for a collaboration code

### AGENDA

- 1. Call to Order / Roll Call**
- 2. Public Comment** (The first public comment is limited to comments on items on the agenda. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes.)

**3. Collective Bargaining** (For possible action)

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resources Management, acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement with the Battle Born Fire Fighters Association for Bargaining Unit K, comprised of fire fighters.

**4. Public Comment** (This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon a matter raised under public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board will impose a time limit of three minutes.)

**5. Adjournment** (For possible action)

NOTE: Items may be considered out of order. The public body may combine two or more agenda items for consideration. The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public body will limit public comments to three minutes per speaker and may place other reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint. We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Dale Ann Luzzi at (775) 684-0223 as soon as possible and at least two days in advance of the meeting. If you wish, you may e-mail her at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov). Supporting materials for this meeting are available posted on the Board of Examiner's website and by contacting Dale Ann Luzzi at (775) 684-0223 or by email at [daluzzi@finance.nv.gov](mailto:daluzzi@finance.nv.gov)

**Agenda Posted at the Following Locations:** Notice of this meeting was posted on the Internet:  
<http://budget.nv.gov/Meetings/Meetings-new/> and <https://notice.nv.gov>

Steve Sisolak  
Governor



Susan Brown  
Director

Tiffany Greenameyer  
Deputy Director

**STATE OF NEVADA  
GOVERNOR'S FINANCE OFFICE  
Budget Division**

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298  
Phone: (775) 684-0222 | [www.budget.nv.gov](http://www.budget.nv.gov) | Fax: (775) 684-0260

Date: May 13, 2021  
To: Susan Brown, Clerk of the Board  
Governor's Finance Office  
From: Shauna Tilley, Executive Branch Budget Officer  
Governor's Finance Office  
Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners meeting.

**DEPARTMENT OF ADMINISTRATION  
DIVISION OF HUMAN RESOURCES MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resources Management acting on behalf of the Executive Department of the State of Nevada requests approval of the new Collective Bargaining Agreement (CBA) with the Battle Born Fire Fighters Association (BBFFA) for Bargaining Unit K, comprised of fire fighters.

Additional Information:

NRS 288, through Senate Bill 135 of the 2019 Legislature, grants certain state employees the right to organize and collectively bargain, requiring the State to recognize and negotiate wages, hours and other terms and conditions of employment with labor organizations that represent state employees and to enter into written agreements evidencing the result of collective bargaining, and requires that a new CBA be approved by the Board of Examiners at a public hearing. BBFFA was certified the exclusive representative for the fire fighters in Bargaining Unit K, and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: \_\_\_\_\_  
ACTION ITEM: \_\_\_\_\_

**Battle Born Fire Fighters Association  
Local 3895**

**May 10, 2021**

**State of Nevada**

**Re: Ratification of CBA**

**The Battle Born Fire Fighters Association Local 3895 is pleased to announce that our members have ratified the collective bargaining agreement that was reach with the State of Nevada on May 7, 2021.**

**Scott M. Gorgon  
BBFFA**



**State of Nevada**

**&**

**Battle Born Fire Fighters  
Association (BBFFA), Local 3895**

**Collective Bargaining Agreement**

**July 1, 2021 – June 30, 2023**

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## **PREAMBLE**

This Collective Bargaining Agreement (CBA), referred to as the "Agreement" or "CBA," is entered into by the State of Nevada, herein referred to as the "Employer," and the Battle Born Firefighters Association (BBFFA), herein referred to as the "Union."

It is the intent of the parties to establish employment relations based upon mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Nevada, improve performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences.

The Preamble is not subject to grievance pursuant to Article XVI, Grievance Procedure.

## **Article I UNION RECOGNITION**

This Agreement covers employees in the job classifications in Unit K - Firefighters as described in Appendix A titled, "Job Classifications Eligible for Membership in the Battle Born Firefighters Association (BBFFA)" as determined or amended by the Nevada Employee Management Relations Board (EMRB) or mutual agreement of the parties.

This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job titles will continue to be used, filled, or maintained by the Employer.

Any proposed changes to the job classifications in Appendix A by the Employer that affect mandatory subjects of bargaining will be noticed to the Union not less than thirty (30) calendar days prior to the effective date of the proposed change and negotiated with the Union upon request.

## **Article II NON-DISCRIMINATION**

Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, status as a breastfeeding mother, marital status, race, color, creed, national origin, political affiliation, military status, status as an honorably discharged veteran, disabled veteran, Vietnam era veteran, sexual orientation, gender expression, gender identity, any real or perceived sensory, mental, or physical disability, genetic information, status as a victim of domestic violence, sexual assault, or stalking, or because of the participation or lack of participation in Union activities. Bona fide occupational qualifications based upon the above traits do not constitute a violation of this Article.

## **Article III MANAGEMENT RIGHTS**

This Article generally describes management rights and shall not be construed as either expanding or limiting the rights of management or employees pursuant to applicable state law. Except as modified by this Agreement, the Employer retains all rights of management which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but are not limited to, the right to:

- a. Determine the Employer's functions, programs, organizational structure, and use of technology.
- b. Determine the Employer's budget and size of each Department's or Division's workforce and the financial basis for layoffs.
- c. Direct and supervise employees.
- d. Take all necessary actions to carry out the mission of the State of Nevada and its Departments or Divisions during emergencies.
- e. Determine the Employer's mission and strategic plans.
- f. Develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the Employer.
- g. Determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or in part, to other locations.
- h. Establish or modify the workweek, daily work shift, hours of work, and days off.
- i. Establish work performance standards, which include but are not limited to, the
- j. priority, quality, and quantity of work to be offered to the public to ensure appropriate services and safety of the public, as well as the means and methods of
- k. offering those services.
- l. Establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.
- m. Select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees.
- n. Determine, prioritize, and assign work to be performed, including workload factors.
- o. Determine the need for and the method of scheduling, assigning, authorizing, and approving Overtime.
- p. Determine training needs, methods of training, and employees to be trained.
- q. Determine the reasons for and the methods by which employees will be laid off.

## **Article IV UNION DUES**

### ***A. Notification to Employees***

The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

### ***B. Union Dues Deduction***

Deductions for Union Dues is strictly voluntary.

The Union will provide the Employer with a copy of the employee's signed membership card.

The Union will provide the designated pay center for the employee's Department or Division with the percentage and maximum dues amount to be deducted from the employee's paycheck.

Within thirty (30) days of receipt of the completed and signed membership card, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.

The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within forty-five (45) calendar days.

### ***C. Status Reports***

The Employer will provide the Union with a report in electronic format each pay period with the following information:

- a. Employee name.
- b. Mailing address.
- c. Employee job title.
- d. Department and Division.
- e. Official duty station or work site.
- f. Work phone number.
- g. Work email address.
- h. Date of hire.
- i. Pay grade.

- j. Pay step.
- k. Seniority date.
- l. Separation date.

Information provided pursuant to this Section will be maintained by the Union in confidence according to federal and state law.

The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

### ***D. Revocation***

An employee may revoke their authorization for payroll deduction of Union dues by written request to the Union in accordance with the terms and conditions of their membership. Upon receipt by the Employer of the confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the revocation.

### ***E. Indemnification***

The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of Union dues or fees.

The Employer agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for the purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

## **Article V    HIRING & APPOINTMENTS**

The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statute. Candidates for positions in the classified service will be evaluated on the basis of experience, character, education, and any other factors relating to their ability to perform the duties of the position. For detailed information on the Employer's recruitment and selection practices, policies, and procedures visit the DHRM Compensation, Classification, & Recruitment Unit's website.

## **Article VI    RECORDS MANAGEMENT**

The Employer has the authority to maintain files on each employee in accordance with State law and other provisions of this Agreement.

An employee may examine their own file(s) by contacting their Departmental or Divisional Human Resources Office and/or the appropriate Central Records Unit.



The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s).

Written authorization from the employee is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable.

The Employer may charge a reasonable fee consistent with NRS 613 .075 for copying any materials beyond the first copy requested by the employee or their representative. The Employer shall provide an electronic copy of the employee's files at no charge, subject to receipt of a written authorization and waiver from the employee. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For detailed information, visit the DHRM Central Records website.

### ***A. File Types***

The following are the types of files that may be maintained on each employee.

#### **Medical File**

Medical Files are maintained by the employee's Department or Division and will be kept separate and confidential in accordance with federal and state law.

#### **Payroll File**

Comprehensive payroll records will be maintained for each employee by the appropriate Payroll Unit.

#### **Personnel File**

One (1) official Personnel File may be maintained by the Employer for each employee. One (1) Personnel File may also be maintained by the employee's Departmental or Divisional Human Resources Office.

Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental or Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

#### **Supervisor File**

Each first line supervisor will keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or a Last Chance Agreement (LCA).

The confidentiality and security of Supervisor Files will be maintained to the extent allowed or required by law.

### **Training Files**

The Employer may maintain a record of all training the employee has taken while in active service. In addition, employees are responsible for maintaining copies of all training documentation.

## ***B. Confidentiality***

The Employer will confidentially maintain all files unless they are deemed available for disclosure in accordance with federal and state law.

## ***C. Public Records***

The DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster may exclude information deemed sensitive related to all employees in law enforcement job classifications.

# **Article VII HOURS OF WORK**

The workweek begins at 0000 hours on Monday and ends at 2359 hours on Sunday.

## ***A. Work Schedules***

Work schedules for employees covered under this Agreement will be as follows:

### **Forty (40) Hour Per Week Employees**

A standard shift starts no earlier than 0700 and ends no later than 1800, as determined by the Department or Division based on operational needs and is eight (8) hours per workday, five (5) days per workweek or ten hours per workday, four (4) days per workweek.

### **Fifty-six (56) Hour Per Week Employees**

One hundred twelve (112) hours per pay period work schedule.

## ***B. Meal Breaks & Rest Periods***

### **Forestry**

Employees assigned to the Nevada Division of Forestry are entitled to an unpaid Meal Break of thirty (30) minutes per regularly scheduled work shift. In the event the employee is on a fire,

they are still required to take their Meal Break. The Incident Command Team or Incident Commander will authorize a paid Meal Break or a “work-through” Meal Break, if applicable.

Employees assigned to the Nevada Division of Forestry charged with the supervision of inmate teams are entitled to a paid Meal Break during their regularly scheduled work shift, pursuant to NAC 284.524.

Employees assigned to the Nevada Division of Forestry who are not responsible for the supervision of inmate teams are entitled to two (2) fifteen (15) minute Rest Periods per regularly scheduled work shift.

### **Office of the Military**

All Employees assigned to the Office of the Military are entitled a paid Meal Breaks and two (2) fifteen (15) minute Rest Periods during their regularly scheduled work shift.

### ***C. Employee Requested Schedule Changes***

Employees may request a change in their workweek or work schedule with seven (7) days’ notice, if possible, with the approval of the Department or Division.

An employee’s workweek and work schedule may be changed at their request and with the Department’s or Division’s approval, provided operational needs are met and no Overtime expense is incurred.

### ***D. Permanent Schedule Changes***

Employees’ workweeks and work schedules may be permanently changed with prior notice from the Department or Division. Employees will receive fourteen (14) calendar days’ written notice of a permanent schedule change, which will include the reason for the schedule change. The day notice is given is considered the first day of notice. In the event an employee has approved Annual Leave scheduled, they may retain that approved Annual Leave if their schedule is permanently changed.

### ***E. Time Reporting***

Employees will accurately record time worked in accordance with the established process as determined by the Department or Division.

### ***F. Incident Accommodations***

In the interest of the health and safety of employees assigned for extended periods greater than three (3) days to emergency incidents, the State may authorize the use of motels and other comparable facilities for sleeping and freshening up, in coordination with the Incident Commander or the Incident Command Team.

Employees of the same gender assigned to incidents may be required to share rooms if available.

## ***G. Relief at Incident***

It is the intent and desire of the State and the Union to avoid accidents and injuries on the emergency scene.

In the event an unforeseen emergency incident occurs and requires the provision of proper relief personnel, facilities, and/or equipment (i.e., food, sanitation, and shelter), the State shall make reasonable efforts to provide these items to facilitate a safe and effective environment for those employees involved, subject to approval by the Department Director, Division Administrator, or designee.

## ***H. Shift Trades***

### **Office of the Military**

Employees shall have the right to trade shifts in the event that it does not interfere with the operation of the Department or Division, subject to approval by the Assistant Fire Chiefs for both employees.

All exchanges of time will be job classification for job classification.

Except for emergency situations, twenty-four (24) hours notice of exchange is required. No obligation shall accrue to the State.

In the event an employee that is scheduled to work a shift trade does not report for duty, the employee that is regularly scheduled will be reduced an equivalent number of hours to the trade. The hours shall be taken from the appropriate leave bank.

## **Article VIII SAFETY & HEALTH**

### ***A. General Provisions***

The Employer and the Union agree that employee safety is an integral part of the responsibilities of every manager, supervisor, and employee and that the Employer, employees, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards. Safety management exists to assist managers, supervisors, and employees in the better performance of their duties.

Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.

For all employees covered by this Agreement, the Employer shall provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), the National

Wildfire Coordinating Group (NWCG), and the National Fire Protection Association (NFPA), if applicable.

The Employer may direct employees to use leave in accordance with Article X, Leave, Section K, Sick Leave, when they self-report a contagious health condition.

The Employer may direct employees to use leave in accordance with Article X, Leave, Section L, Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for employees to seek appropriate testing and treatment.

### ***B. Personal Protective Equipment (PPE)***

The Employer will provide required safety devices, PPE, and safety apparel in accordance with the appropriate standards, including but not limited to OSHA, NIOSH, NOSHA, NWCG, NFPA, and any applicable Master Cooperative Agreement provisions, and any amendments thereto.

The Employer will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use. Employees will abide by all requirements set forth by the Employer for using safety devices, PPE, and safety apparel provided for their safety.

The Employer will follow its policies and procedures regarding safety training for all employees.

The Employer will form joint Safety Committee in accordance with OSHA, NIOSH, NOSHA, and the Employer's Risk Management Division requirements.

### ***C. Safety Committees***

The Safety Committees is intended to provide a forum for the Employer, employees, and the Union to communicate and facilitate the development and active maintenance of issues that arise relative to the safety of the working environment.

The Safety Committees will be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM). The Union will be responsible for appointing their representatives to the committee.

Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program through the Risk Management Division. Safety and health concerns should be brought to the appropriate Safety Committee for review, discussion, and possible recommendations for solutions.

The Safety Committees is responsible for producing a report of its meetings and submitting them to the Risk Management Division.

Safety Committee members are responsible for assisting management in the improvement of safety and health in the workplace by:

- a. Promoting and communicating safety issues to increase safety;
- b. Promoting safety awareness among employees;
- c. Conducting and/or reviewing safety inspections at their work locations;
- d. Reviewing accident and injury reports;
- e. Reviewing work practices;
- f. Planning safety activities/promotions for their Department or Division;
- g. Conducting other activities as outlined in their Department's or Division's written Safety Plan; and,
- h. Identifying possible safety training needs within their Departments or Divisions.

Safety Committee recommendations will be forwarded to the appropriate Department or Division head, or designee, and to the Risk Management Division, for review and action, as necessary. The Department or Division head, or designee, will report follow-up action/information to the Safety Committee.

### ***D. Physical Standards – Firefighters***

Employees in job classifications consistent with the definition of Firefighters are responsible for maintaining their bodies to the appropriate physical standards as indicated by the NWCG, the NFPA, if applicable, the NRS, the applicable Master Cooperative Agreement, and applicable Department or Division policies and procedures.

The Employer will abide by NRS 617. Employees in these job classifications may be required to attend an annual physical appointment pursuant to NRS 617 and applicable State of Nevada Risk Management Programs in accordance with Article XIV, Section P, Annual Physicals.

### ***E. Employee Assistance Program (EAP)***

The DHRM is responsible for the EAP. Individual employees' participation in the EAP and all individually identifiable information gathered in the process of conducting the program will be held in strict confidence.

### ***F. Critical Incident Stress Debriefing***

In the event a worksite is impacted by a critical incident, and to the extent budgetary resources allow, the Employer will provide the employees appropriate and adequate Critical Incident Stress Debriefing (CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, riots, work peer suicide, serious work injury, and/or work-related death of co-worker.

CISD response will be offered as soon as practicable after an incident.

## ***G. Northern Nevada Peer Support Network (NNPSN)***

Employees of each Department or Division shall be permitted access to the resources of the Northern Nevada Peer Support Network (NNPSN), whether on or off duty, subject to available resources.

Employees requesting assistance through the Employee Assistance Program, Critical Incident Stress Debriefing, or the Northern Nevada Peer Support Network for a work-related issue may not be required to use their accrued leave. Employees may request approval to use Administrative Leave for the times they are absent from work.

## **Article IX COMPENSATION**

### ***A. Salary Payment***

The compensation schedule for employees in the State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. An employee's pay rate is set within a salary grade at a specific step.

Appendix B, Salary Schedules for Job Classifications Eligible for Membership in the Battle Born Firefighters Association (BBFFA) will reflect the salary schedules for employees covered under this Agreement.

Effective July 2022, the salary schedules for Bargaining Unit K will reflect a three percent (3%) increase.

### ***B. Salary Administration***

The appropriate Central Pay Center is responsible for the administration of salaries for all Departments or Divisions. This Article is intended to provide general information regarding compensation. As such, the information herein shall not be construed as an exhaustive representation of the Employer's compensation plan.

### ***C. Salary Rate Upon Initial Appointment***

Upon initial appointment, an employee shall be paid in accordance with NAC 284.170 and NAC 284.204.

### ***D. Salary Rate Upon Promotion***

Salary upon promotion shall be paid in accordance with NAC 284.172.

### ***E. Salary Rate Upon Demotion***

Salary upon demotion shall be paid in accordance with NAC 284.173.

### ***F. Merit Pay Increase***

Merit pay increases will be administered in accordance with NAC 284.194-196.

### ***G. Callback Pay***

As defined in NRS 286.025, Callback Pay will be administered in accordance with NAC 284.214.

### ***H. Compensatory Time***

Compensatory Time will be administered in accordance with NRS 281.100 and NAC 284.250 – 284.254.

### ***I. Dangerous Duty Pay***

Dangerous Duty Pay will be administered in accordance with NAC 284.208.

### ***J. Mileage Reimbursement***

In the event an employee is required by the Department or Division, or their designated representative, to use a personal vehicle for the conduct of State business, the employee shall be reimbursed for each mile traveled at the rate established by the current applicable U.S. General Services Administration (GSA) rate.

If an employee chooses to use their personal vehicle to conduct State business, they will be reimbursed pursuant to the State Administrative Manual (SAM) Chapter 200.

### ***K. Overtime***

Overtime will be administered in accordance with NRS 284.180 and NAC 284.242-284.250.

### ***L. Special Adjustments to Pay***

Special Adjustments to Pay shall administered in accordance with NAC 284.206.

### ***M. Shift Differential***

Shift Differential will be administered in accordance with NAC 284.210.

### ***N. Standby Pay***

Standby status and Standby Pay will be administered in accordance with NAC 284.218.

### ***O. Uniforms & Equipment***

#### **Uniforms**

The Employer will determine and provide the uniform items that employees covered under this Agreement may be required to wear while on duty. Specific uniform items provided by the Employer will be listed in Department or Division policy. Uniform items will be replaced pursuant to the Employer's replacement schedule.



Uniform items that are damaged during the course and scope of duty will be replaced by the Employer.

### **Equipment**

The Employer will determine and provide personal protective equipment (PPE) items that employees covered under this Agreement may be required to use while on duty. Specific PPE items provided by the Employer will be listed in Department or Division policy.

State-issued PPE items will be replaced pursuant to the Employer's replacement schedule.

State-issued PPE items that are damaged during the course and scope of duty will be replaced by the Employer.

## ***P. Annual Physicals***

### **Forestry**

Employees in job classifications covered under NRS 617 are required to participate in an annual physical examination. Annual physicals will be scheduled during working hours and will be considered work time.

### **Office of the Military**

Employees in job classifications assigned to the Office of the Military are required to participate in an annual physical examination pursuant to NRS 617 and the National Fire protection Association (NFPA) Standard 1582, and any amendments thereto. Annual physicals will be scheduled during working hours and will be considered work time.

The Employer and the Union agree to meet and discuss any future revisions to NFPA 1582.

## **Article X LEAVE**

### ***A. Administrative Leave***

The Employer has the right to place an employee on paid Administrative Leave, pursuant to NAC 284.589.

### ***B. Annual Leave***

Permanent full-time equivalent employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave is subject to the maximum as stated in NRS.

Permanent full-time equivalent employees will be eligible to take Annual Leave after completion of six (6) months of continuous full-time service.

An employee in a seasonal position who works a combined amount of time which equals six (6) months is eligible for annual leave. The employee may choose to maintain the balance of the annual leave or receive a payment in lieu of annual leave upon separation from the seasonal

position if they have completed the qualifying period of six (6) months. An employee who is not paid for their annual leave upon separation from a seasonal position and who does not return to state service within one (1) year must be paid the balance of their annual leave no later than one (1) year after termination if they have completed the qualifying period of six (6) months.

### **Accrual**

For each calendar month of full-time continuous service, an employee is entitled to accrue Annual Leave at the following rate:

- Employees with zero (0) to nine (9) years of full-time continuous service will accrue ten (10) hours of Annual Leave per month.
- Employees with ten (10) to fourteen (14) years of full-time continuous service will accrue twelve (12) hours of Annual Leave per month.
- Employees with fifteen (15) or more years of full-time continuous service will accrue fourteen (14) hours of Annual Leave per month.

### **Annual Leave Usage**

Employees must submit Annual Leave requests in writing using the approved method dictated by their Department or Division. The Department or Division has the authority to approve or disapprove Annual Leave requests if business, operational, or customer service needs dictate such action.

### **Annual Leave Cash Out**

Upon separation from State service, excluding termination for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the employee has (6) months of continuous full-time service.

Upon the death of an employee in State service, the employee's estate will be compensated in a lump sum payment for any accrued but unused Annual Leave hours in the employee's Annual Leave bank.

## ***C. Benefits Relating to Domestic Violence***

An employee who has been continuously employed by the State of Nevada for ninety (90) days or more, is entitled to time away from work not to exceed one hundred sixty (160) hours in one (1) twelve (12) month period if they are a victim of an act of domestic violence or their family or a household member is a victim of domestic violence. The time away from work will begin on the date of the act of domestic violence. An employee may request the use of Compensatory Time, Annual Leave, Sick Leave, or LWOP during the one hundred sixty (160) hours of time away from work.

An employee may use the time away from work related to domestic violence to:

- a. Obtain a diagnosis, care, or treatment of a related health condition; and/or,
- b. Obtain counseling or assistance; and/or,

- c. Participate in any related court proceedings; and/or,
- d. Establish a safety plan.

A Department or Division will provide accommodations, such as relocation of workspace or duty location, modification of a work schedule, or a new work telephone number, to an employee who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless an accommodation would pose an undue hardship on the Department or Division.

### ***D. Bereavement Leave (Death in the Family)***

Employees are allowed time away from work for up to seven (7) consecutive calendar days for 40-hour employees and three (3) consecutive 24-hour shifts for 56-hour employees for Bereavement leave. Leave for bereavement applies to the death of a family member or a relative. Employees may use any available leave during their time away from work for bereavement. In the event an employee needs greater than the seven (7) consecutive calendar days for 40-hour employees or three (3) consecutive 24-hour shifts for 56-hour employees allowed for Bereavement leave, they must communicate that need and have it approved by their Department or Division head, or named designee.

### ***E. Catastrophic Leave***

An employee may qualify for Catastrophic Leave if they or a member of their immediate family are affected by a serious illness, accident, or motor-vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.

In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from the Employer, or the State's Committee on Catastrophic Leave to be eligible for donations of leave.

The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.

An employee may donate to their specific employing Departmental or Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.

Employees are permitted to donate Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donations.

### ***F. Civil Leave or Jury Duty***

An employee who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable.

Eligible employees called to serve on jury duty on a normally scheduled workday shall receive their regular pay and retain all jury pay.

Those employees called and selected to serve on jury duty shall not report back to work until the judge has excused them.

Those employees called but not selected to serve on jury duty shall report back to work when excused.

In the event the employee serves for four (4) or more hours on the day of their appearance for jury duty, including their time going to and returning from the place where the court was held, the employee shall be relieved of duty for the entire shift.

Civil Leave may also be granted if an employee needs time away from work to vote and it is impractical to vote before or after their scheduled work shift.

No civil or criminal case in which the employee has a personal interest shall be covered by this Section of the Agreement.

### ***G. Holidays***

Employees will be provided the following paid non-working holidays per year, pursuant to NRS 236.015:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day Observed	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Family Day	The Friday immediately following the fourth Thursday in November
Christmas Day	December 25

### **Holiday Pay**

Holiday Pay will be administered in accordance with NAC 284.255.

A full-time employee whose base hours exceed forty (40) hours per week or eighty (80) hours biweekly and who is in paid status during any portion of their work shift immediately preceding the holiday is entitled to receive Holiday Pay equivalent to the pay they receive for their average workday.

For the purposes of Holiday Pay, a firefighter assigned to a 24-hour shift shall be deemed to work fifty-six (56) hours per week and two thousand nine hundred twelve (2,912) per year. The average workday is calculated by dividing the total base hours of work per year by two thousand eighty-eight (2,088) and multiplying by the quotient eight (8). Therefore, the average workday of a firefighter assigned to a 24-hour shift would be eleven (11) hours and twelve (12) minutes, and they would be compensated for Holiday Pay in the amount equal to those hours even though they do not work on the holiday.

A firefighter assigned to a 24-hour shift who works on a holiday will be compensated for the actual hours worked on the holiday and will receive additional compensation equivalent to eleven (11) hours and twelve (12) minutes at their regular hourly rate of pay.

### ***H. Leave Without Pay (LWOP)***

LWOP is approved temporary time away from work in a nonpaid status requested by an employee and approved by the NDF State Forester or Nevada Air National Guard Fire Chief, as appropriate. LWOP does not cover a suspension from duty, Furlough Leave, or any absence for which an employee has not been approved or any nonpaid status during hours or days for which an employee would be compensated on an Overtime basis.

### ***I. Leave of Absence Without Pay***

A leave of absence without pay may be approved for up to one (1) year by the NDF State Forester or Nevada Air National Guard Fire Chief, as appropriate, for any satisfactory reason. The Personnel Commission, upon recommendation of the Department or Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.

A leave of absence will be granted for an employee to accept a position in the Legislative Branch during a regular or special session of the Legislature if they are in a classified position.

### ***J. Military Leave***

Military Leave will be administered in accordance with NRS 281.145.

Employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.

Employees who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.

The twelve (12) month period will begin on the day the employee has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.

Employees will provide a copy of any orders for military duty to their Departmental or Divisional Human Resources Office.

An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

### **Military Leave – Unpaid**

Employees who have taken leave under this Article, Part I Paid Leave, Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.

An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

## ***K. Sick Leave***

### **Accrual**

Employees shall accrue Sick Leave in accordance with NAC 284.5415. 40-hour employees accrue four (4) hours and thirty-six (36) minutes per pay period. 56-hour employees accrue six (6) hours and twenty-seven (27) minutes per pay period.

### **Carry Forward & Transfer**

Employees will be allowed to carry forward, from year to year of service, any unused Sick Leave allowed under this Article, and will retain and carry forward any unused Sick Leave accumulated prior to the effective date of this Agreement. When an employee moves from one State Department or Division to another, regardless of status, their accrued Sick Leave will be transferred to the new Department or Division for their use.

### **Sick Leave Use**

Sick Leave will be charged exactly as used and may be used for the following reasons:

- a. Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.
- b. Time away from work to attend personal medical or dental appointments.
- c. Time away from work to care for family members as allowed under the Family and Medical Leave Act (FMLA). Family member is defined to include:
  - i. Child.
  - ii. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse

- or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- iii. Spouse.
  - iv. Registered domestic partner.
  - v. Grandparent.
  - vi. Grandchild.
  - vii. Sibling.
- d. Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
  - e. Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
  - f. Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department or Division.
  - g. Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
  - h. Time away from work to be with member(s) of the employee's household who experience injury or illness.

### **Sick Leave Reporting, Certification, and Verification**

Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable. For unexpected Sick Leave, an employee must promptly notice their supervisor on the first day of Sick Leave and each day thereafter unless there is mutual agreement to do otherwise.

For absences in excess of three (3) consecutive working days, or for cases of suspected abuse, the Employer may require that the employee submit substantiating evidence, which may include, but is not limited to, a certificate from a provider of health care of the need for the absence. If the reason for the absence is related to the employee's ability to perform one (1) or more of the essential functions of their position, the Employer may require a medical certification.

Employees returning from absences which require medical certification to return to work must provide the Employer with a written medical certification from their treating health care provider that clearly states that they are able to return to work and perform the essential functions of their job, with or without reasonable accommodation.

If medical certification or verification is required for employees in Overtime-eligible positions, it shall be in accordance with the provisions of this Agreement.

### **Sick Leave Call-in for Employees in a Position Requiring Relief**

If the employee is in a position where a relief replacement is necessary, they will make every effort to notice their supervisor as soon as practicable but, later than their scheduled time to report to work.

### **Sick Leave Abuse**

The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.

Supervisors are expected to monitor employee usage of Sick Leave and may hold a Coaching & Counseling session, issue a Letter of Instruction, Oral Reprimand, or Written Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental or Divisional Penalties & Prohibitions.

When a supervisor suspects Sick Leave abuse they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.

If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article XV, Discipline.

The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department or Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

## ***L. Work-Related Injury or Illness (Workers' Compensation Leave)***

### **General Provisions**

This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.

If an employee incurs a work-related injury or illness they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.

Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the DHRM Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.



The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.

Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly.

The Employer will abide by federal and state law regarding work-related injury and illness. Compensable Work-Related Injury or Illness Leave.

An employee who sustains a work-related injury or illness that is adjudicated by the Workers' Compensation Administrator as compensable under the state workers' compensation law and must be away from work as a result of that work-related injury or illness, may select Temporary Total Disability (TTD) compensation exclusively, or paid leave payments in addition to TTD. Return-to-Work.

The Employer will follow the provisions of state law and Department or Division policy related to a return-to-work program. The Department or Division will attempt to find opportunities, if available, for modified duty that can be offered to employees participating in the Return to Work Program.

Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments. —

## **Article XI WORKPLACE ENVIRONMENT**

The Employer and the Union agree that all employees should work in a safe environment that fosters mutual respect and professionalism. The parties agree that the workplace environment can have a significant impact on employee productivity, well-being, and a positive environment furthers the Employer's business operations and needs.

Inappropriate behavior in the workplace does not serve the Employer, the Union, or the employee.

All employees are responsible for contributing to a positive workplace environment.

### ***A. Workplace Violence***

The Employer and the Union agree that the personal safety and health of each employee is of primary importance.

It is the responsibility of all employees to support safety and health programs. For the express purpose of protecting employees at the workplace as much as is practicable, employees are encouraged to report all incidents of direct or indirect threats received or actual violent events to a supervisor and restraining orders granted against their disgruntled spouse, domestic partner, acquaintance, or others. Failure to report will not subject an employee to disciplinary action.

Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. If warranted, incidents will be immediately investigated, and appropriate action taken.

Active threat awareness and preparedness training is made available to all employees through the Risk Management Division's safety training program.

### ***B. Appearance***

Employees are expected to dress neatly and present a clean appearance. Where a Department or Division has uniform and grooming standards or a dress code, employees must comply and maintain these standards.

### ***C. Secondary Employment***

An employee has the right to engage in any activity, enterprise, or secondary employment unless the work directly conflicts with or impacts their duties with the Employer. The nature of any conflict or impact will be determined by the Department/Division head through Department or Division policies, procedures, and Penalties & Prohibitions once the employee has submitted a completed Secondary Employment Disclosure form for review, in accordance with the State Administrative Manual (SAM).

A copy of all policies, procedures, and Departmental or Divisional Penalties & Prohibitions will be made available to employees upon request. The SAM is available for all employees on the Governor's Office of Finance website.

## **Article XII PERFORMANCE EVALUATION**

### ***A. General Provisions***

The Employer will evaluate employee work performance according to established work standards. Employees will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include but are not limited to job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising is a part of the employee's job duties, their supervision of the work of others.

The performance evaluation process will include performance expectations and goals that reflect the employee's and the Departmental or Divisional objectives.

Annual performance evaluations will be conducted and completed prior to an employee's pay progression date. If the evaluation is not filed on or before the employee's pay progression date, for the purposes of pay the performance of the employee shall be deemed to be standard. Employees serving a six (6) month Probationary Period will be evaluated by an immediate

supervisor at the completion of the second (2nd) and fifth (5th) months of employment.

Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months.

Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental or Divisional and Central Personnel files.

### ***B. Coaching & Counseling***

To address performance issues that may arise in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee as soon as practicable to give them the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an annual performance evaluation.

Coaching & Counseling gives supervisors an opportunity to discuss performance issues, expectations, and performance goals with their employees in a non-punitive setting; however, Coaching & Counseling documentation may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, expectations, and goals and to provide support to employees so that skills and abilities can be aligned with work standards.

Coaching & Counseling sessions will be documented in the Supervisor File.

### ***C. Letters of Instruction***

Letters of Instruction are used as a tool designed to serve as a way for the Department or Division to provide an employee with information and instruction or training to correct behavior or performance deficits. Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the employee's activities.

A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

### ***D. Performance Improvement Plan (PIP)***

If an employee is having documented performance issues, a meeting may be held between the Department or Division, the employee, and if the employee desires, a Union Representative. The function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the

employee meet identified work performance standards.

A copy of the executed, signed and/or acknowledged PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

### ***E. Performance Evaluation Review***

In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such request must be made in writing, must identify specific points of disagreement, and must be submitted to their supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided to the employee. A permanent or seasonal employee who disagrees with the Reviewing Officer's decision may file a grievance under Article XVI, Grievance Procedure.

Completed performance evaluations will be filed in the employee's Departmental or Divisional Personnel File and Central Records Personnel File.

## **Article XIII      TRAINING & PROFESSIONAL DEVELOPMENT**

### ***A. General Provisions***

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties and to contribute their professional development.

### ***B. Mandatory Training***

Employees are required to complete mandatory training courses as specified in the Employer's or their Department's or Division's policies, Administrative Regulations, Standing Orders, and directives, and within the timelines outlined. Departments or Divisions will give employees time during their regularly scheduled workday to complete mandatory training.

The Employer will provide access for all employees to all mandatory training courses via online programs, in-person classes, or independent study courses.

Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.

The Employer and all Departments and Divisions will make reasonable attempts to schedule Employer-required training during the employee's regular work shift.

Attendance at Employer-required training will be considered time worked in accordance with Article XIV, Compensation.

Absent extenuating circumstances, failure to successfully complete mandatory training may subject an employee to disciplinary action.

### ***C. Specialized Mandatory Training***

Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses provided by the Employer and the Department or Division.

Specialized mandatory training pursuant to the Employer's, Department's, or Division's, or NWCG, or NFPA, if applicable, requirements including but not limited to: safety-related training; equipment operation training; and, qualifications and maintenance.

Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article VIII, Safety & Health. Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action, up to and including dismissal.

Training and development opportunities outside of mandatory training courses may be provided within available resources.

### ***D. Internal Training & Professional Development Opportunities***

The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction. Employee can find a complete course listing by visiting the OED website.

For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.

The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention. Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

### ***E. Continuing Education, Certification, & Licensure***

Some employees covered under this Agreement may be required to maintain professional certifications or licensure according to their job classification and federal and state law. Continuing education courses are an allowable expense; however, continuing education courses for the sole purpose of renewing professional certification or licensure are not an allowable expense under the State Administrative Manual (SAM). Employees may request approval to

attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.

Attendance at continuing education courses are considered work time in accordance with Article XIV, Compensation. Departments or Divisions will work with an employee where possible to allow for a flexible scheduled for attendance at approved continuing education courses.

Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under the SAM.

### ***F. External Training & Professional Development Opportunities***

Employee may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by the Departments or Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.

Employees must submit a standardized Employer approved request form to attend external training or professional development using the process designated by the Employer and their Department or Division.

Following an employee's submission of the standardized request form, the employee's Department or Division will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

### ***G. Professional Association Dues***

Professional Association Dues for individual State employees are not an allowable expense under SAM.

### ***H. Training Records***

The Employer may maintain records of successful completion of training courses. In addition, employees are responsible for keeping records of successful completion of all training courses.

### ***I. Collective Bargaining Agreement (CBA) Training.***

The Employer and the Union agree that training for managers, supervisors, Union Representatives, and Union Staff Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Staff Representatives and Union Representatives, and the Employer will provide training to managers and supervisors on this Agreement.

The Union will present the training to current Union Representatives within the bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement.

The training will be considered time worked for those Union Representatives who attend the training during their scheduled work shift. Union Representatives who attend the training during their non-work hours will not be compensated.

Scheduling of CBA training will not interfere with an employee's regular duties and the parties will take this into account when agreeing on the date, time, number, and the names of the Union Representatives attending each CBA training session.

### ***J. Tuition Reimbursement***

The Employer and the Departments or Divisions may approve full or partial tuition reimbursement, consistent with the Employer's and Department or Division policy and within available resources. The employee must submit an application for approval for tuition reimbursement to the Employer, through their Department or Division, prior to the start of the educational course. Tuition reimbursement will only be available upon proof of satisfactory completion of course requirements.

Department or Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses.

Absent an agreement to the contrary, when an employee moves to another Department or Division prior to completion of an approved course, the approving Department or Division will retain the obligation for reimbursement if the course is satisfactorily completed.

## **Article XIV      REASONABLE ACCOMMODATION**

The Employer and the Union will comply with all relevant federal and state laws, regulations. And executive orders providing reasonable accommodations to qualified individuals with disabilities.

The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications. These acts provide a clear and comprehensive national mandate for the elimination of discrimination.

Under the ADA, employment decisions must be based on an employee's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified employee with a disability to perform the essential functions of a job, or enjoy the benefits and privileges of employment equal to those enjoyed without disabilities, without creating an undue hardship on the Employer.

An employee who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental or Divisional Human Resources Office or their Departmental or Divisional ADA Coordinator. The Departmental or Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.

An employee requesting accommodation must cooperate with their Departmental or Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental or Divisional Human Resources Office or ADA Coordinator may request that the employee obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the employee may qualify.

All medical information disclosed to the Employer will be kept confidential.

In the event the Departmental or Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department or Division, as well as Employer-wide, the employee may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article XVIII, Separation from Service.

## **Article XV DISCIPLINE**

The purpose of this Article is to provide for an equitable and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline any employee without just cause. Discipline is supported by just cause when it is not for any arbitrary, capricious, or illegal reason, based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual and consistent with the Progressive Discipline model below.

The Appointing Authority, or designee, will evaluate or investigate each incident that is subject to discipline on a case-by-case basis pursuant to this Agreement and Department or Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.

At the conclusion of an evaluation or investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the employee's conduct in accordance with a progressive disciplinary model.



An employee shall not be disciplined for refusing to sign a disciplinary document. The supervisor will simply note "employee refused to sign;" however, refusal to acknowledge or sign a disciplinary document does not negate the disciplinary action.

### ***A. Progressive Discipline***

The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees, which requires less severe measures being applied first, followed by progressively more severe measures if the employee's conduct or performance deficits continue, subject to the provisions below.

Disciplinary action may be issued for, but is not limited to, the following:

- a. Any act of commission and/or omission that constitutes misconduct.
- b. Any activity that is incompatible with an employee's conditions of employment
- c. codified by statute, regulation, standard, or Employer policy.
- d. Any violation of federal or state law, Department or Division policy, rule,
- e. regulations, procedure, directive, or standing order, grant requirement, or
- f. agreement.
- g. Failure of an employee to abide by the standards of ethical conduct that is identified in state law or Department or Division policy.

Progressive disciplinary action includes the following, in order of severity:

#### **Oral Warning**

When instruction and training have not resulted in the change in behavior or performance that is desired, an Oral Warning is typically the first level in the progressive disciplinary process.

An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Oral Warning will be filed in the Supervisor File if one is maintained. This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.

An employee may provide written comment to the Oral Warning and may request a review meeting with their supervisor or manager.

An employee may grieve an Oral Warning by filing a grievance under Article XVI, Grievance Procedure.

## **Written Reprimand**

Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline. This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.

Written Reprimands will be issued using the NPD-52 Written Reprimand form.

A copy of the executed, signed and/or acknowledged Written Reprimand will be provided to the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit. An employee may grieve a Written Reprimand by filing a grievance under Article XVI, Grievance Procedure.

## **Suspension from Duty Without Pay**

When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline. This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.

A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.

A suspension from duty without pay will not exceed thirty (30) calendar days.

A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

Suspension from duty without pay may either be grieved under Article XVI, Grievance Procedure or appealed in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article XVI, Grievance Procedure, or an appeal under NRS 284.390, they may not proceed in the alternative manner. A grievance of a suspension from duty without pay will begin at Step 4 under Article XVI, Grievance Procedure.

## **Demotion**

Demotion occurs after other forms of discipline have not produced the appropriate change in behavior or when the employee's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline. This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense. A demotion will be issued using the HR-41 Specificity of Charges form. A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

Demotion may either be grieved under Article XVI, Grievance Procedure or appealed in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article XVI, Grievance Procedure, or an appeal under NRS 284.390, they may not proceed in the alternative manner. A grievance of a demotion will begin at Step 4 under Article XVI, Grievance Procedure.

### **Dismissal from Service**

Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the employee's behavior is particularly egregious. A dismissal from State service will be issued using the HR-41 Specificity of Charges form. A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided to the employee and will be placed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit. Dismissal from service may either be grieved under Article XVI, Grievance Procedure or appealed in accordance with NRS 284.390. Once an employee has properly filed a grievance under Article XVI, Grievance Procedure, or an appeal under NRS 284.390, they may not proceed in the alternative manner.

A grievance of a dismissal from service will begin at Step 4 under Article XVI, Grievance Procedure.

### ***B. Investigations***

The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial. An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee.

The notice provided to the employee who is the subject of the investigation must include:

- a. A summary of alleged misconduct of the employee;
- b. The date, time, and place of the interview or hearing;
- c. The name of the person(s) who will conduct any interview or hearing;
- d. The name of any other person who will be present at any interview or hearing; and
- e. A statement that the employee has the right to have a lawyer or other representative of their choosing present with them at any time that they are questioned regarding those allegations, and that the employee must be given not less than two (2) business days to obtain such representation, unless they waive their right to be represented.

An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified with a disciplinary document within ninety (90) calendar days after the employee is provided notice of the allegations. If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator. The DHRM Administrator may approve an extension only once, except in cases where the Appointing Authority, or designee, can demonstrate a pattern of dilatory behavior on the part of the employee being investigated and/or their representative. The DHRM Administrator's decision to grant or deny an extension of time is not subject to grievance or review. Any further extensions must be granted by the Governor. If the Appointing Authority, or designee, violates this provision Employer shall not take any disciplinary action against the employee based on those allegations.

At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the employee committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, must consider progressive discipline and the seriousness of the offense.

If the Appointing Authority, or designee, elects not to take disciplinary action, or if allegations related to an investigation do not result in disciplinary action, the employee will be provided with a notice that any investigation is complete and that no disciplinary action will be imposed. The employee shall not be entitled access to the file of the disciplinary investigation unless disciplinary action was imposed.

### ***C. Pre-Disciplinary Review***

If, following an investigation, an Appointing Authority, or designee, proposes that a permanent employee be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary Review before the proposed action must be followed: A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to Subsection 2. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered to the employee. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre-Disciplinary Review may be changed.

The employee may waive the right to a Pre-Disciplinary Review before the proposed action in writing. If the employee makes such a waiver, they may not be dismissed, suspended, or demoted before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.

The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.

At any time after receiving the HR-4 I and before the Pre-Disciplinary Review, the employee may inspect any evidence in the possession of the Department or Division and submit a response. The Department or Division must consider any such response before making a recommendation to impose punitive action against the employee.

The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal.

This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet together to discuss the proposed disciplinary action. The employee will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.

The employee may respond both orally and in writing at the Pre-Disciplinary Review.

The employee must be:

- a. Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and,
- b. Notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

### ***D. Confidentiality***

Employees have the right to confidentiality related to disciplinary action to the extent provided/allowed by law. The Employer and the Union will take appropriate steps to maintain such confidentiality.

### ***E. Off-Duty Conduct***

The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental or Divisional Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies if there is a substantial nexus between the off-duty conduct and the employee's State employment.

If an employee covered under this Agreement has any required licenses suspended or revoked, or receives any citation while driving a State-owned vehicle, or is convicted of any offense that violates Department or Division security or background clearance, they will report such to their immediate supervisor within forty-eight (48) hours.

# Article XVI      GRIEVANCE PROCEDURE

## *A. General Provisions*

The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for dispute resolution.

"Grievance" means an act, omission, or occurrence that an employee covered by this Agreement or the Union believes to be an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to, compensation, working hours, working conditions, membership in the union, the administration and interpretation of this Agreement, the applicability of any law, rule or regulation relating to the employee's employment, imposition of discipline, or other adverse personnel actions. The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by federal or state law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

- Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article --' Unlawful Discrimination. A change in classification or the allocation of positions (NRS 284.165).
- Refusal to examine or certify an applicant for an open position for the grounds specified in NRS 284.240 (NRS 284.245).
- A denial of Catastrophic Leave (NRS 284.3629).
- Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

## *B. Filing & Processing a Grievance*

### **Procedure**

Except as otherwise provided in subsections band c below, the procedure to resolve grievances set forth in this Article is the exclusive means available for resolving grievances.

An employee in a bargaining unit who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or dismissal through:

- a. The grievance procedure provided in this Article; or
- b. The procedure prescribed by NRS 284.390.

An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through:

- a. The grievance procedure provided in this Article; or
- b. The procedure prescribed by NRS 288.115.

Once the employee has filed a grievance in writing under the procedure describe in this Article, or has requested a hearing under NRS 284.390, or filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.

Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1, below, with the employee(s) immediate supervisor and a courtesy copy sent to the DHRM LRU.

Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4, below, with a courtesy copy to the DHRM LRU.

### **Contents of Grievance & Recipients of Grievance**

The written grievance must include the following information:

- a. The name of the grievant or Union;
- b. The grievant's position, Department and/or Division, and Section;
- c. The grievant's contact information;
- d. The date, time, and place wherein the alleged event occurred;
- e. A descriptive statement of the pertinent facts surrounding the nature of the
- f. grievance;
- g. The name(s) of any witness(es) to the alleged event or violation(s), if
- h. known.
- i. The specific Article, Section, and Subsection, if applicable, of this Agreement alleged to have been violated; and/or the specific NAC or NRS alleged to have been violated;
- j. The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
- k. The specific remedy sought by the grievant; and,
- l. The name and signature of the representative filing the grievance on behalf of the employee, if any.

### **Modifications to a Grievance**

No newly alleged violations may be submitted after the initial written grievance timeline has expired.

### **Consolidation of Grievances**

The parties may mutually agree to consolidate grievances arising out of the same set of facts.

### **When Resolution of a Grievance Becomes Binding**

The resolution of a grievance is binding when there is a written agreement between the grievant and the Appointing Authority, or designee, of the employing Department or Division.

## ***C. Informal Resolution of a Grievance***

### **General Provisions**

The parties shall make every reasonable effort to resolve a grievance through informal discussions, including involving the LRU, if appropriate. If the Employer provides the requested remedy or a mutually agreed-upon alternative, a grievance will be considered resolved and may not be moved to the next step.

### **Mediation**

Any time during grievance process Steps 1 through 3, by mutual written agreement between the grievant or Union and Employer, the parties may request a mediation session through the DHRM Employee Management Services Unit or the Federal Mediation and Conciliation Service (FMCS), as selected by the grievant or Union, to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

The proceedings of any mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the mediation.

Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

If informal mediation does not result in a resolution, an employee or the Union may return to the grievance process laid out in this Article and the timelines resume.

## ***D. Withdrawal of a Grievance***

A grievance may be withdrawn by an employee or the Union at any time.

## ***E. Grievance Levels***

Any of the steps in this procedure may be bypassed by mutual written agreement among the grievant or Union and Employer.

### **Step 1 - Supervisor**

A grievance shall be filed with the employee's immediate supervisor within twenty (20) calendar days of the underlying event or discovery of facts that constitute a grievance. The supervisor's response will be documented and sent to the grievant within fifteen (15) calendar days.



## **Step 2 - Division Administrator or Manager, or Designee**

If the grievance is not resolved at Step 1 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance to their Division Administrator or Manager, or designee, with a courtesy copy to the DHRM LRU, within fifteen (15) calendar days of the Step 1 response.

The Division Administrator or Manager, or designee, will meet in person or confer by telephone or video with the grievant and the grievant's representative, if any, within fifteen (15) calendar days of receipt of the grievance and will issue a response in writing within fifteen (15) calendar days following that meeting or conference.

## **Step 3 - Department Head, or Designee**

If the grievance is not resolved at Step 2 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance to their Department Head, or designee, with a courtesy copy to the DHRM LRU, within fifteen (15) calendar days of the Step 2 response.

The Department Head, or designee, will meet in person or confer by telephone or video with the grievant and the grievant's representative, if any, within fifteen (15) calendar days of receipt of the grievance and will issue a response in writing within fifteen (15) calendar days following that meeting or conference.

## **Step 4 - Arbitration**

If the grievance is not resolved at Step 3 eF-4 and the grievant wishes to escalate the grievance to the next step, they may file a demand for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS), with a copy to the grievant's Department or Division and a courtesy copy to the DHRM LRU, within thirty (30) calendar days of the receipt of the Step 3 decision.

Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of seven (7) names of Arbitrators, the parties will select an Arbitrator by alternatively striking names until one name remains. The party striking first shall be determined by lot.

The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or FMCS Rules of Labor Arbitration, unless otherwise agreed to in writing. The parties agree to provide a response to requests for relevant documents and witnesses within thirty (30) calendar days from the date of receipt of the request.

The Arbitrator will hear arguments on and decide issues of arbitrability, if any, through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.

When an employee is subpoenaed as a witness in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.

The Arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing, unless stipulated to by the parties or required differently by the Arbitrator, which shall set forth findings of fact, reasoning, and decisions on the issues submitted.

The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.

The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.

The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

The Arbitrator shall reserve jurisdiction of the parties' dispute for sixty (60) days after the date of the Arbitrator's award to resolve issues related to the implementation of the award.

### ***F. Attendance at Meetings***

Meetings include informal grievance resolution meetings, grievance meetings, informal mediation sessions, and arbitration hearings shall be scheduled in accordance with this Article.

An employee will be allowed reasonable time, as determined by the Department or Division, to travel to and from the meetings referenced above. Time spent traveling during the employee's nonwork hours to attend meetings referenced above may, at the Department's or Division's discretion, be considered work time. An employee may be authorized by their supervisor to take Leave Without Pay (L WOP), Administrative Leave for up to eight (8) hours, Compensatory Time, or Annual Leave to prepare for and travel to and from grievance hearings or meetings.

An employee must provide at least two (2) working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting, hearing, or mediation session. If two (2) working days' notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. A request must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department or Division business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized to do so by the Department or Division.

### ***G. Successor Clause***

Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

## ***H. Timelines***

The time limits in this Article must be strictly adhered to unless mutually modified in writing. As used herein, "days" refers to calendar days. When calculating a time period is stated in days, exclude the day of the event that triggers the period; then count every calendar day, including intermediate Saturdays, Sundays, and legal holidays; and include the last day of the period. If the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

## ***I. Failure to Meet Timelines***

Failure by the grievant to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.

Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

Timelines may be extended by mutual agreement of the parties.

## ***J. Grievance Files***

Written grievances and responses will be maintained separately from the Personnel Files of the employees.

# **Article XVII      LAYOFF & REEMPLOYMENT**

## ***A. Layoff***

The Employer will determine the basis for, extend, and the effective date of any layoffs (also known as reductions in force) in accordance with NRS 288.150(3)(b), and other applicable provisions of State law and this Article.

This Article refers exclusively to employees in permanent full-time equivalent positions.

In the event of a layoff, employees will be laid off according to seniority within the job classifications being reduced, starting with the least senior employee. For the purposes of this Article, seniority commences on the date of hire and includes any break in service as defined in NAC 284.598.

Pursuant to NAC 284.614, employees given notice of layoff will be given the opportunity to transfer in lieu of layoff to any positions within their current job classification, and which they are more senior than the least senior employee, or to take a voluntary demotion to a vacant position in a job classification within their current class series and option, or within a job classification from which they were appointed to their current position within their Department or Division, or to be laid off.

Permanent, full-time employees who are laid off are eligible to remain on a reemployment list for two (2) years following the date of layoff. It is the responsibility of the laid off employee to keep all contact information up to date with the State.

### ***B. Reemployment***

No one shall be hired into a job classification that had layoffs until all eligible employees on the reemployment list have been given a reasonable opportunity to be reemployed.

Permanent full-time employees shall be offered reemployment in accordance with seniority at the time of layoff with the most senior laid off person to be offered reemployment first. Every eligible laid off employee will be afforded three (3) documented opportunities for rehire within the two (2) year eligibility period before being removed from the reemployment list.

An offer of reemployment to a laid off employee must be responded to within seven (7) calendar days from the time the offer is extended to accept or reject that offer. Failure to respond will be considered as a rejection of that specific offer but the laid off employee will still be eligible for any remaining future offers. This includes a laid off employee who cannot be contacted with the information on file at the time of a reemployment offer.

A laid off employee accepting an offer of reemployment must contact the Department or Division if they believe they require a delayed start date after reemployment.

Reemployed employees shall maintain their seniority from their original date of hire, if reemployed within the two (2) year eligibility period.

## **Article XVIII SEPARATION FROM SERVICE**

### ***A. Resignation***

Unless the Employer and the employee agree to a shorter period of time, an employee who wishes to resign from State service will submit an NPD-45 Notice of Transfer or Resignation form to their Department or Division head, or designee, at least fourteen (14) calendar days prior to the effective date of the resignation.

### ***B. Disability Separation***

Pursuant to NAC 284.611, an employee with a disability that causes them to be unable to perform the essential functions of their position may be separated from service when it is determined that every option available under the Employer's Reasonable Accommodation process has been exhausted.

### ***C. Reinstatement from Disability Separation***

Employees who have been separated from service due to a disability may be eligible for reinstatement if they have recovered from the condition which caused their disability and under which they were separated from service.

### ***D. Disability Retirement***

Employees with five (5) or more years of service and who have been certified by a treating physician that they are unable to perform the essential functions of their position due to disability may choose to exercise their right to retire from service under the Public Employees' Retirement System of Nevada (PERS) with a Disability Retirement. The PERS Disability Retirement benefit allows employees with a disability to retire without penalty prior to their projected service retirement date.

Employees who choose Disability Retirement must apply to PERS for their benefit before they separate from State service. Applications for Disability Retirement can be obtained at [www.nvpers.org](http://www.nvpers.org).

## **Article XIX      LABOR/MANAGEMENT COMMUNICATIONS COMMITTEES**

### ***A. Purpose***

There shall be a Labor/Management Committee consisting of three (3) Union representatives and three (3) Employer representatives. The Employer may include a representative from the Labor Relations Unit (LRU), if appropriate, as one (1) of its three (3) representatives. The committee shall meet on request of either party and at least quarterly to discuss all matters of mutual concern.

The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of either party's concerns and/or problems which may include discussions of the implementation of major new department/division programs or substantial modifications of existing major department/division programs that will have significant impact on work schedules or duties.

The Employer and the Union further agree to provide notice and meet or confer with one another, or through the Labor Management Committee if appropriate, prior to filing formal complaints with a judicial body, such as the EMRB or a Court.

The Chair of the Committee shall be rotated amongst the Committee members. The Committee members shall, in advance of a meeting, provide the Meeting's Chair with proposed agenda items, and the Chair shall provide the Committee members with the meeting agenda in advance of the meeting.

This Committee is not open to the public, and the parties agree that there is no intent for this Committee to be a public body under NRS 241.

Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.

For a Committee established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination.

### ***B. Scope of Authority***

The Committee shall have the authority to make recommendations to the Union and the Employer; however, the Committee has no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement.

The parties are authorized and required to document mutual understandings.

### ***C. Communications***

#### **Bulletin Boards**

The State agrees to furnish and maintain space for suitable bulletin boards in each station or work area to be used by the Union. Union communications will not be posted in any other location in the Department or Division.

#### **Email, Fax Machines, the Internet, and Intranets**

The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines, the Internet, or Intranets to communicate with one another, except as specifically provided for in this Agreement. Employees may use State-operated email to request Union representation. Union Representatives may use State-owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article XVI, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

- a. Result in little or no cost to the Employer.
- b. Be brief in duration and frequency.
- c. Not interfere with the performance of their official duties.
- d. Not distract from the conduct of State business.
- e. Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.
- f. Not compromise the security or integrity of State information or software.
- g. Not include general communication and/or solicitation with employees.

The Union and its Representatives will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Commission.

Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

### **Personal Electronic Devices**

Employees will not be required to use their personal cellular telephones) computers, tablets, or other electronic devices to conduct State business. Employees should not store any State information on personal device(s). However, if an employee chooses to use their personal device(s) to conduct State business, employees are on notice that there is a significant risk that such device(s) may be subject to Employer search and may be subject to disclosure pursuant to the Public Records Act.

Contact from the Employer for the purposes of scheduling or Overtime is not considered conducting State business.

## **Article XX UNION RIGHTS**

### ***A. Union Business Leave***

Executive Board officers of the Union may be granted the use of Union Business Leave. Requests for Union Business Leave must be submitted in writing and as far in advance as possible to the Department or Division for approval or disapproval.

Each July 1, the Union will be given an aggregate pool of six hundred eighty-nine (689) hours to be utilized for Union Business Leave. The aggregate pool of hours does not roll over from fiscal year to fiscal year. Should the Union exhaust all hours in the pool prior to the end of the fiscal year, they may submit a request in writing to the DHRM LRU for additional hours.

The Union President or designee will determine the use of the pool of Union Business Leave hours. Union Business Leave may be used for any union business, including, but not limited to executive board meetings, negotiations, grievances, and meetings of joint committees created under this Agreement.

All Union officers and Executive Board members will be required to maintain all training and mandated certifications required as part of their position and job requirements.

A Union Officer or member may accept a callback, or scheduled overtime and attend Union functions, but shall not receive overtime or callback pay for the period of time the Union Officer or member is participating in Union functions.

## ***B. Union Staff Representatives***

### **General Provisions**

Union Staff Representatives are individuals employed by the Union, not the Employer. An example of a Union Staff Representative is an IAFF/PFFN field representative of the Union.

The Union will provide the DHRM LRU with a written list of Union Staff Representatives, their geographic jurisdictions, and the appropriate contact information.

The Employer will recognize any Union Staff Representative on the list.

The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff Representatives within thirty (30) calendar days of the changes.

### **Access to Work Sites for Union Staff Representatives**

Union Staff Representatives may have access to the Employer's offices or facilities in accordance with Department or Division policy to carry out representational activities.

The Union Staff Representatives will request approval from local management to be on-site prior to their arrival and will not interrupt the normal operations of the Department or Division.

The Employer reserves the right to restrict access to Department or Division premises if the Union's request for access is unreasonable or interferes with business need or operations. The Department or Division and the Union must mutually agree upon dates and times a Union Staff Representative may have access to the Department's or Division's premises.

The Employer reserves the right to restrict or rescind the access of a recognized Union Staff Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as a representative of the Union and a guest on the Employer's premises. In accordance with this Article, Union Staff Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal periods, rest periods, and before and after their shifts.

## ***C. Union Representatives***

A Union Representative is an employee of the Employer who has been selected by the Union membership to officially represent and defend the interests of fellow bargaining unit covered employees. An example of a Union Representative is the President of the Union.

The Union will provide the DHRM LRU with a written list of current Union Representatives and their Union position. The Union will maintain the list. A Union Representative may represent any employee in the bargaining unit. The Employer will not recognize an employee as a Union Representative if their name has not been provided by the Union.



The Employer reserves the right to restrict or rescind the access of a recognized Union Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as an employee of the Employer and a representative of the Union.

### ***D. Distribution of Union Material***

A Union Representative may be granted access to their work site, subject to approval from the Department or Division, for the purpose of distributing written or oral information to other bargaining unit employees, provided:

- a. The employee is off duty or on a scheduled break.
- b. The distribution does not disrupt the Department's or Division's operations.
- c. The distribution will occur as determined by the Department or Division. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be used.

The Union Representative must notice the Department or Division in advance of their intent to distribute information, if practicable.

### ***E. Rules, Regulations, & Procedure Manuals***

The State and the Union agree that Administrative Directives, Policies, Procedures, State, Department, and Division Administrative Manuals do not change or delete the articles of this contract.

The Department or Division will post all applicable Policies and Procedures on the appropriate shared drive. The Department or Division will provide notice of changes to Policies and/or Procedures to employees and the Union President via email at least seven (7) calendar days before the effective date, except in circumstances where immediate implementation is necessary to ensure the safety of employees and/or the public.

In the event the State and the Union disagree on the application or interpretation of this Agreement, they may meet and confer and draft a Letter of Understanding (LOU) for the purpose of clarification and/or outlining the mutual understanding of the disputed language between the parties.

## **Article XXI      POLITICAL ACTIVITY**

Employees may engage in political activity that is not prohibited by State or Federal law. Employees will not engage in political activity while on duty or in uniform. Political activity is

activity to elect or defeat any candidate, political party, or ballot issue. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.

The Employer shall not require any Employee to participate in any political activity or to be present at any political meeting or event, either on or off duty.

## **Article XXII     DISCLOSURE OF IMPROPER GOVERNMENTAL ACTIVITY**

### ***A. General Provisions***

Nevada law specifically encourages any State officer or employee to disclose improper governmental action to the extent not prohibited by law. It is the intent of the Legislature to protect an employee's rights should they make such a disclosure. "Improper governmental action" means any action taken by a State officer or employee in the performance of the officer or employee's official duties, whether the action is within the scope of employment, which is:

- a. In violation of any state law or regulation; or,
- b. An abuse of authority; or,
- c. Of substantial and specific danger to the public health or safety; or,
- d. A gross waste of public money.

State officers and employees are prohibited by law from using their authority or influence to prevent an employee's disclosure of improper governmental action. "Official authority or influence" includes taking, directing others to take, recommending, processing, or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation, or other disciplinary action.

The Employer will take any disclosure of improper governmental action very seriously. If a disclosing employee feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the employee must submit a claim of retaliatory action or reprisal on the PD-53 Appeal of "Whistleblower Retaliation form.

### ***B. Fraud Hotline***

The Fraud Hotline is an established hotline number that allows employees to report inappropriate use of State funds or federal funds received by the Employer by calling the Fraud Hotline at (775) 687-0150.

The Employer must post the Fraud Hotline number in conspicuous places in each public building of its Departments.

## **Article XXIII STRIKES & LOCKOUTS**

Neither the Union nor any employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, or on any other intentional interruption of the operations of the State regardless of the reason for so doing.

The Employer will not lock out any employees during the term of this Agreement as a result of a dispute with the Union.

## **Article XXIV ENTIRE AGREEMENT**

This document constitutes the entire Agreement negotiated by the parties in good faith and any past practices or past agreements between the parties prior to July 1, 2021 - whether oral or written - are null and void, unless specifically preserved in this Agreement.

This Agreement supersedes specific provisions of Department or Division policies with which it conflicts.

During the negotiations of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.

## **Article XXV SAVINGS CLAUSE**

If the Nevada Legislature, the Nevada Employee-Management Relations Board, or any court of competent jurisdiction finds or makes any Article, Section, Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid Article, Section, Subsection, or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

## **Article XXVI INDEMNIFICATION**

The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to any Union activity that is not a representational duty including, but not limited to, disbursement of Union materials or communications, Union training, Union executive board meetings, and Union conferences, if any.

## **Article XXVII NON-APPROPRIATIONS CLAUSE**

Any provision of this Agreement which requires the Legislature to appropriate money is effective only to the extent of legislative appropriation.

## **Article XXVIII DISTRIBUTION OF AGREEMENT**

The Employer will post the Agreement on the DHRM LRU's Internet page by the effective date of the Agreement or sixty (60) days after legislative approval by the Board of Examiners or, if appropriate, approval by the Nevada Legislature, whichever is later.

The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time using State-purchased paper and State-owned equipment.

If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

## **Article XXIX TERM OF AGREEMENT**

All provisions of this Agreement will become effective July 1, 2021 and will remain in full force and effect through June 30, 2023; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until such time as a new Agreement is approved by the Board of Examiners and, if appropriate, the Nevada Legislature.

If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall comply with the notice and procedural requirements of NRS Chapter 288.

## Execution of Agreement

In witness thereof, the State of Nevada and the Battle Born Fire Fighters Association (BBFFA) have caused these presents to be duly executed by their authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

State of Nevada

BBFFA

By:  \_\_\_\_\_ May 13, 2021  
Frank Richardson, Chief Negotiator

By:  \_\_\_\_\_ May 13, 2021  
Chief Negotiator, BBFFA  
Scott N. Gorgon (May 13, 2021 14:03 PDT)

# **APPENDICES**

# APPENDIX A

## Job Classifications Eligible for Membership in the Battle Born Firefighters Association (BBFFA)

<b>Job Title/Option</b>	<b>Grade</b>
Battalion Chief	35
Crew Chief – Air National Guard	34
Conservation Crew Supervisor I	27
Conservation Crew Supervisor II	29
Conservation Crew Supervisor III	31
Fire Captain	33
Asst Fire Chief – Air National Guard	36
Firefighter I	28
Firefighter II	31
Firefighter/Driver Operator	32
Helitack Supervisor	37
Seasonal Firefighter I	26
Seasonal Firefighter II	27
Seasonal Firefighter III	28

# APPENDIX B

## Salary Schedules for the Job Classifications in Bargaining Unit K

Salary schedules are not updated by the DHRM Classification, Compensation, & Recruitment Unit until after the Nevada Legislature closes and all appropriations relative to compensation for State of Nevada employees are reconciled. Appendix B will be updated appropriately as soon as that process is finished.