

Governor Joe Lombardo
Chairman

Tiffany Greenameyer
Clerk of the Board



Attorney General Aaron D. Ford
Member

Secretary of State Francisco V. Aguilar
Member

STATE OF NEVADA BOARD OF EXAMINERS

209 East Musser Street, Room 200 / Carson City, Nevada 89701-4298
Phone: (775) 684-0222 / Fax: (775) 684-0260
<http://budget.nv.gov/Meetings>

PUBLIC MEETING NOTICE AND AGENDA

Date and Time: May 29, 2025, 1:00 PM

Location: Nevada Capitol Building
101 North Carson Street, Old Assembly Chambers
Carson City, Nevada 89701

Video Conference Location: The McCarran Center, Nevada Building
1 State of Nevada Way, Governor's Conference
Room
Las Vegas, Nevada 89119

This meeting may be viewed on YouTube.
The video live stream begins at 1:00 pm.
<https://www.youtube.com/watch?v=B3e-coq2qvk>

AGENDA

1. Call to Order / Roll Call

- 2. Public Comment** The first public comment period is limited to comments on items on the agenda. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on the agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment on an item on the agenda via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 557 435 475#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

3. Approval of New, Extended, or Modified Collective Bargaining Agreement (For possible action)

- A. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada Peace Officer Association for the 2025-2027 biennium for Bargaining Unit M, comprised of Supervisory Category II Peace Officers. The estimated fiscal impact of the CBA for the biennium is \$122,083.
- B. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Fraternal Order of Police, Nevada CO, Lodge 21 for the 2025-2027 biennium for Bargaining Unit N, comprised of Category III peace officer supervisors. The estimated fiscal impact of the CBA for the biennium is \$21,155,823.

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 this public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment on an item on the agenda via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 557 435 475#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

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. A person may submit comments to be attached to the minutes of the meeting in writing three business days before the meeting date, in addition to testifying or in lieu of testifying. Written comments are limited to 2 pages. Written comments may be submitted electronically by email at AJohnson2@finance.nv.gov. 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 Amberly Johnson 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 AJohnson2@finance.nv.gov. Supporting materials for this meeting are available at 209 East Musser Street, Suite 200, Carson City, Nevada 89701 or by contacting Amberly Johnson at (775) 684-0223 or by email at AJohnson2@finance.nv.gov.

Public Meeting Notice and Agenda Posted at the Following Locations:

- 1. Blasdel Building, 209 East Musser Street, Suite 200, Carson City, Nevada 89701
- 2. Internet: <https://notice.nv.gov>
- 3. Internet: https://budget.nv.gov/Meetings/Board_of_Examiners/2025/2025BOE/

Joe Lombardo
Governor



Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

**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 | Fax: (775) 684-0260

Date: May 19, 2025
To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office
From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office *ST*
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 RESOURCE MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada Peace Officer Association for the 2025-2027 biennium for Bargaining Unit M, comprised of Supervisory Category II Peace Officers. The estimated fiscal impact of the CBA for the biennium is \$122,083.

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. Nevada Peace Officer Association was certified the exclusive representative for the state employees in Bargaining Unit M and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: *ST*

ACTION ITEM: _____

Joe Lombardo
Governor



Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management
209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | <http://hr.nv.gov> | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

FROM: Bachera Washington, Division Administrator,
Division of Human Resource Management

SUBJECT: Consideration and Approval of the Nevada Police Officers Association (NPOA),
Unit M - Supervisory, Collective Bargaining Agreement for 2025-2027

DATE: May 14, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Nevada Peace Officers Association, (NPOA), Unit M - Supervisory, began negotiations for a new collective bargaining agreement (CBA) in September 2024.

The State of Nevada and NPOA bargained and came to an agreement on all issues except the following articles:

- Compensation
- Leave

An arbitration was conducted in March 2025, and a decision was made by the arbitrator in May 2025. The attached agreement was ratified by NPOA membership in May 2025.

Request in Front of the Board

Pursuant to NRS 288.555, the Division of Human Resource Management, (DHRM) is respectfully placing the NPOA Unit M - Supervisory, CBA, for the contract term of July 1, 2025 through June 30, 2027, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2025.

Key financial impacts from the creation of NPOA, Bargaining Unit M - Supervisory

- Effective July 1, 2025, the salary schedules for employees in Bargaining Unit H, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026.
- Effective July 1, 2026, the salary schedules for employees in Bargaining Unit H, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2027. Fiscal Impact:
- Employees in Bargaining Unit H shall receive the same continuity of service payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.
- Employees in Bargaining Unit M shall receive the same retention incentive payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department unclassified, non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.
- Union Leave – Effective July 1, 2025, the Union will have an aggregate pool of four hundred and eighty (480) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

Thank you for your consideration.

Attachments: NPOA, Unit M – Collective Bargaining Agreement
NPOA, Unit M - 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Unit M - Category II Peace Officer Supervisors
 with **Nevada Peace Officers Association (NPOA)**

In Governor's Recommended budget:			
	FY26	FY27	
FTE	30.00	30.00	
PCNs	30	30	

		Estimated Fiscal Impact:		
		FY 2026	FY 2027	
•	Fiscal Year 2026 Cost of Living increase to match that provided for non-covered employees.	\$ -	\$ -	None included in Governor's Recommended budget
•	Fiscal Year 2027 Cost of Living increase to match that provided for non-covered employees.	\$ -	\$ -	None included in Governor's Recommended budget
•	Continuity of Service incentive to match that provided for non-covered employees.	\$ -	\$ -	Included in Governor's Recommended budget
•	Retention incentive to match that provided for non-covered employees.	\$ -	\$ -	None included in Governor's Recommended budget
•	Union Leave of 480 hours per fiscal year.	\$ 60,998	\$ 61,085	Estimated using average hourly pay x 1.5, assuming overtime coverage of duty.
Total estimated fiscal impact:		\$ 60,998	\$ 61,085	
		Biennium Total:		\$ 122,083



State of Nevada
&
Nevada Peace Officer Association (NPOA)
Unit M Supervisory
Collective Bargaining Agreement
July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this NEVADA PEACE OFFICER ASSOCIATION, UNIT M, COLLECTIVE BARGAINING AGREEMENT ("Agreement" or "CBA") entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the NEVADA PEACE OFFICER ASSOCIATION ("NPOA" or "Union") as the exclusive representative of Bargaining Unit M employees, together referred to as the "parties." This Agreement covers State employees in Bargaining Unit M, which is comprised of Supervisory Category II Peace Officers. It is the intent of the parties that this Agreement governs over any applicable legislation passed during the 2025 Legislative Session regarding compensation and benefits provided to State employees unless otherwise specified in this Agreement.

ARTICLE 1: UNION RECOGNITION

- 1.1 The State recognizes the NPOA as the exclusive bargaining agent for Bargaining Unit M for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Unit M, which is comprised of Supervisory Category II Peace Officers. The positions included in Bargaining Unit M are described in Appendix A of this Agreement. The titles of positions listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The State will inform the Union of any proposed changes to the job classifications in Appendix A at least thirty (30) calendar days prior to the effective date of the change.

ARTICLE 2: DEFINITIONS

"Appointing Authority" is defined in NAC 284.022.

"Appointment" is defined in NAC 284.023.

"Break in service" is defined in NAC 284.026.

"Category II Peace Officer" is defined in NRS 289.470.

"Class" is defined in NAC 284.030.

"Classification" is defined in NAC 284.036.

"Classified service" is comprised of employees other than non-classified, unclassified, or elected officers, who are selected and governed by the State's merit system.

"Continuous service" is defined in NAC 284.0525. "Demotion" is defined in NAC 284.065.

"Department" is defined in NAC 284.055.

"Division" means an organizational unit in the Executive Branch of State government that is designated as a Division.

"Division of Human Resource Management (DHRM)" is the Division within the Department of Administration

"EAP" is the Employee Assistance Program.

"Family member" is defined to include: Child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status. Biological, adoptive, de facto, 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 the employee was a minor child. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

"FTO" is a Field Training Officer.

"Full-time employee" means an employee whose work schedule is equal to one hundred percent (100%) of the full-time equivalent (FTE) established for the position. Full-time employees are scheduled to work a consistent work schedule of forty (40) hours per workweek.

"Garrity" refers to the protections required under *Garrity v. New Jersey*, 385 U.S. 273 (1967) and *Gandy v. State ex rel. Division of Investigation and Narcotics*, 96 Nev. 281 (1980), that if an employee discloses information during the course of an investigation that indicates that they maybe guilty of criminal conduct, their incriminating statements cannot be used against them in any criminal proceeding.

"Grade" or "Salary grade" is defined in NAC 284.066.

"Innovative Work Week" means a work schedule that differs from a Standard or Non-standard workweek.

"Just Cause" Just cause shall mean discipline that is not arbitrary or capricious, which is reasonably related to the seriousness of the offense and the employee's service history, and for which the employee has received due process.

"Labor Relations Unit (LRU)" is the Division of Human Resource Management's Labor Relations Unit.

"Mediation" means assistance by an impartial third party to reconcile differences between the Executive Department or a local government employer and an exclusive representative through interpretation, suggestion, and advice (NRS 288.065).

"Minimum qualifications" means the qualifying age, basic work experience, education, training, and/or licensure necessary to be considered for a job. Minimum qualifications are an indication of what is required to be successful in a job.

"Paid status" means the time that an employee is working or on a paid leave of absence, excluding Catastrophic Leave.

"Part-Time employee" means an employee whose work schedule is less than one hundred percent (100%) full-time equivalent (FTE) for an officer's pay class designation. Part-time employees are scheduled to work a consistent work schedule of less than forty (40) hours per workweek.

"Peace Officer Standards & Training (POST)" is the regulatory agency that establishes the minimum qualifications, training, and standards for Nevada's Peace Officers. POST is the governing authority for the behavior, basic and professional certification, course certification, and training requirements for all Peace Officers in Nevada. [http:// post.nv.gov/](http://post.nv.gov/)

"Performance Improvement Plan (PIP)" is a tool to give an employee with behavior issues or performance deficiencies the opportunity to follow a strict plan with a goal of successfully correcting their behavior or performance.

"Permanent employee" is a classified employee who has successfully completed the Probationary Period for any class held during continuous State service.

"Permanent status" means the standing achieved in a class when; 1) an employee has successfully completed the Probationary Period for the class; or, 2) the appointment does not require a new Probationary Period and the employee does not hold another type of status of appointment for the class.

"Position" is a group of duties and responsibilities that have been assigned to a single job.

"Probationary Employee" is an employee who has not completed the Probationary Period for any class held during continuous State service. Probationary Employees may not appeal separation from State employment for performance or disciplinary reasons through the grievance process outlined in this Agreement.

"Probationary Period" is a twelve (12) month period of an employee's initial appointment to a position.

"Prohibitions & Penalties" or P&P's are the policies of a Department or Division approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding an employee.

"Promotion" means an advancement to a position in a class that has a higher salary grade than the class previously held.

"Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or enjoy the benefits and privileges of employment equal to those enjoyed by employees without disabilities, without creating an undue hardship on the Employer.

"Reemployment" means a noncompetitive appointment of a current or former employee to a class for which the employee has reemployment rights because of military service, layoff, a permanent disability arising from a work-related injury or illness, seasonal separation, reallocation, or reclassification of the position to a lower salary grade.

"Regular Day Off (RDO)" is an employee's assigned day off.

"Reinstatement" means a noncompetitive appointment of a former permanent employee to a class the employee formerly held or to a comparable class.

"Seniority" is the status attained by employees based on their initial date of hire with the State, their length of service within a Department or Division, and/or their length of service within a job classification.

"Skills and abilities" means the technical or manual proficiencies which are usually learned or acquired through training and are measurable and observable, and the demonstrable capacity to apply several sets of knowledge and skills simultaneously to complete a task or perform an observable behavior.

State Administrative Manual (SAM), refers to the most recent version of the SAM as created by the Department of Administration Division of Human Resources.

"Standard workweek" means a work schedule of five shifts of eight hours a day with a maximum of 40 hours per week from Monday through Friday.

"Step" is a specific hourly rate of pay within a salary grade.

"Strike" means any concerted: stoppage of work, slowdown, or interruption of operations by employees of the State of Nevada; absence from work by employees of the State of Nevada upon any pretext or excuse, such as illness, which is not founded in fact; or, interruption of the operations of the State of Nevada or any local government employer by any employee organization or labor organization (NRS 288.074). Strikes are illegal in the state of Nevada.

"Transfer" means a noncompetitive appointment in which an employee moves from one position to another position in the same class or related class with the same salary grade, or a competitive appointment in which an employee moves to a position in a different class with the same salary grade.

"Trial Service Period" means the six (6) month, or twelve (12) month, Probationary Period served by a permanent employee who has been promoted to or who has voluntarily transferred to a vacant position.

"Underfill" means the filling of a position with an employee holding a lower classification, except for those situations where the employee is in a classification that is a training or intermediate level preparation to promotion to the journey level class.

"Uniformed Services Employment & Reemployment Rights Act (USERRA)"

<https://www.dol.gov/agencies/vets/programs/userra>

"Union" is a representative organization or association formed by employees with common interests or purposes. The Union for this Agreement is the Nevada Peace Officer Association (NPOA), www.nsteoa.org

"Union Representative" or **"Union Steward"** is an employee of the Employer a trained Union official who represents and defends the interest of fellow employee relative to the CBA.

"Workday" is one (1) of seven (7) consecutive, twenty-four(24) hours periods in a workweek.

"Work schedule" means the workweeks and work shifts of different numbers of hours that are established by the Employer in order to meet business and customer service needs.

"Work shift" means the hours an employee is scheduled to work each workday in a workweek.

"Workweek" is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.
- 3.2 The Employer retains all rights of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada constitution and State statutes.
- 3.3 Nothing contained within this Agreement shall modify management rights.
- 3.4 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 4: HIRING & APPOINTMENTS

- 4.1 The Employer will perform all hiring and appointments as outlined in NRS 284. 205 to NRS. 284.330, NRS Chapter 289, NAC 284.295 to NAC 284. 441 and NAC Chapter 289.
- 4.2 The Employer and Union agree all agencies with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NAC 289 and allow the examination of an employee's personnel file.

- 4.3 The Employer and the Union agree that employees within this agreement, that have been selected to transfer to a new Department or Division, will be subject to a new background investigation as detailed in NAC 289.110(2), (including a new personal history questionnaire) starting from the date the last verified background investigation was conducted by the Employer. Lie detector tests will be limited to a computer voice stress analyzer (CVSA). The Department or Division may request a new psychological evaluation. The Department or Division has the discretion to require a new Post Physical Fitness Test (PPFT) if the new position has job functions different from the employee's current job functions.
- 4.4 The Employer and Union agree that a permanent employee, covered under this agreement, who is selected to transfer or promote to any position within their same Department or Division will not be subject to any type of background investigation, psychological examination, lie detector, medical examination, or physical agility test.

ARTICLE 5: LAYOFF & REEMPLOYMENT

- 5.1 The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article 3, Management Rights.
- 5.2 **LAYOFF & REEMPLOYMENT PROCEDURE**
- 5.2.1 The Employer will follow the provisions of NRS 284.380 and NAC 284.612 to 284.632, et. seq., for matters related to layoffs and reemployment.
- 5.3 **SENIORITY**
- 5.3.1 For layoffs and reemployment, the Employer shall calculate seniority pursuant to NAC 284.632.

ARTICLE 6: HOURS OF WORK

- 6.1 This Article outlines the general administration of hours of work and shall not be construed as an exhaustive representation of the Employer's policies and procedures regarding hours of work for employees.
- 6.2 Employees are also required to comply with Department and Division policies, Standing Orders, and Administrative Regulations, as amended, with respect to their hours of work.
- 6.3 **WORK SCHEDULES**
- 6.3.1 Work schedules for employees covered under this Agreement will be assigned according to Department or Division policy.
- 6.3.2 Work schedule will normally include two (2) consecutive regular days off ("RDO's"); however, the employee's Department or Division may adjust their regular work schedule with prior notice to the employee.
- 6.3.3 Work schedules may be comprised of:
- 6.3.3.1 Five (5) eight (8) hour shifts per Workweek; or,
 - 6.3.3.2 Four (4) ten (10) hour shifts per Workweek; or,
 - 6.3.3.3 A variable Innovative Workweek approved by the employee's Department or Division.

- 6.3.4 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s).
- 6.3.5 This Agreement shall not be construed to guarantee that an employee will work any number of hours per shift, or per Workweek.

6.4 MEAL BREAKS AND REST PERIODS

- 6.4.1 The Employer will administer paid meal breaks and rest periods in accordance with NAC 284.524 to 284.5243, et. seq..

6.5 TEMPORARY SCHEDULE CHANGES

- 6.5.1 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less.
- 6.5.2 Employees will receive three (3) calendar days' notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that the notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.
- 6.5.3 Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer.

6.6 PERMANENT SCHEDULE CHANGES

- 6.6.1 An employee's Workweek and work schedule may be permanently changed with prior notice from the Department or Division.
- 6.6.2 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.pers.org.

6.7 EMPLOYEE-REQUESTED SCHEDULE CHANGES

- 6.7.1 An employee's Workweek and work schedule may be changed at the employee's request with the approval of the employee's Department or Division, provided the Department's or Division's operational needs are met and no overtime expense is incurred.

6.8 TIME REPORTING

- 6.8.1 Employees covered under this Agreement will accurately record time worked in accordance with NAC 284.5255 and any other process established by their Department or Division.

ARTICLE 7: COMPENSATION

7.1 SALARY PAYMENT

- 7.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employees pay rates are set within a salary grade at a specific step. Appendix A, "Salary Schedules for Bargaining Unit M" details the salary schedules for employees covered under this Agreement.

7.1.2 Effective July 1, 2025, the salary schedules for employees in Bargaining Unit M, as shown in Appendix A, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026.

7.1.3 Effective July 1, 2026, the salary schedules for employees in Bargaining Unit M, as shown in Appendix A, will reflect a COLA at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2027.

7.2 MERIT PAY INCREASE

7.2.1 An employee shall receive a merit pay or step increase each year of this Agreement on their pay progression date pursuant to NAC 284.194-196.

7.3 CONTINUITY OF SERVICE PAYMENTS (Longevity Pay)

7.3.1 Employees in Bargaining Unit M shall receive the same continuity of service payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

7.4 RETENTION PAYMENTS

7.4.1 Employees in Bargaining Unit M shall receive the same retention incentive payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

7.5 SALARY RATES

7.5.1 Upon an employee's initial appointment to a job classification within the bargaining unit covered under this Agreement, the employee's salary shall be determined pursuant to NAC 284.170.

7.5.2 Upon an employee's promotion to a position in a higher job Classification, the employee's salary rate shall be determined pursuant to NAC 284.172.

7.5.3 Upon an employee's involuntary demotion, the employee's salary shall be determined pursuant to NAC 284.173.

7.5.4 If an employee is promoted to a position in a higher job classification, but the employee fails to complete a Trial Service Period, the employee will be placed in their former job Classification, salary grade and step prior to their promotion.

7.6 CALLBACK PAY

7.6.1 Callback Pay will be administered in accordance with NAC 284.214.

7.7 OVERTIME & COMPENSATORY TIME

7.7.1 The Employer and the Union agree overtime and compensatory time will be paid in accordance with NAC 284.

7.8 DANGEROUS DUTY PAY

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

7.9 SHIFT DIFFERENTIAL PAY

7.9.1 Shift Differential Pay shall be paid in accordance with NAC 284.210

7.10 SPECIAL ADJUSTMENTS TO PAY

7.10.1 Special Adjustments to Pay shall be administered pursuant to NAC 284.206.

7.10.2 Employees are not entitled to receive Assignment Pay for more than one temporary assignment given to the employee. Overtime pay is calculated at one and one-half times (1.5) the regular hourly rate of pay.

ARTICLE 8: LEAVE

8.1 ADMINISTRATIVE LEAVE

8.1.1 Administrative Leave shall be used and administered pursuant to NAC 284.589.

8.2 ANNUAL LEAVE

8.2.1 Employees shall accrue Annual Leave pursuant to NAC 284.538 to NAC 284.5415, et. seq..

8.2.2 The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of two hundred forty (240) hours

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

8.3 CATASTROPHIC LEAVE

8.3.1 The use and administration of Catastrophic Leave shall be pursuant to NAC 284.575 to 577, et. seq.

8.4 CIVIL LEAVE (JURY DUTY)

8.4.1 Civil Leave shall be used and administered pursuant to NAC 284.582 to 284.587, et. seq..

8.5 HOLIDAYS

8.5.1 Employees will be provided with the following non-working holidays per year:

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

Juneteenth - June 19

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

8.6 HOLIDAY PAY

8.6.1 Holiday Pay shall be administered pursuant to NAC 284.255 to 284.258, et. seq..

8.7 MILITARY LEAVE

8.7.1 Military Leave shall be used and administered pursuant to NAC 284.5785 and USERRA.

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

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

8.8 SICK LEAVE

8.8.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NAC 284.542 to 284.5777, et. seq..

8.8.2 An employee may be placed on mandatory Sick Leave by the Department or Division Director pursuant to NAC 284.568.

8.8.3 Employees may be required to provide a medical certification pursuant to NAC 284.566. If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be placed on AWOL status and may be subject to disciplinary action.

8.9 SICK LEAVE CALL IN FOR EMPLOYEES IN A POSITION REQUIRING RELIEF

8.9.1 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice the duty supervisor as soon as practicable but, not less than two and one-half (2½) hours prior to their scheduled time to report to work.

8.10 RESTRICTIONS WHILE ON SICK LEAVE

8.10.1 An employee who calls in sick must remain at their place of residence, a medical facility, a doctor's office, or shall notify their supervisor of the location they will be convalescing during the use of paid Sick Leave. Failure to abide by this Section may constitute Sick Leave abuse and may result in disciplinary action.

8.11 SICK LEAVE ABUSE

8.11.1.1 The use of Sick Leave for purposes other than defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse.

8.11.1.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse.

8.11.1.3 Sick Leave abuse may lead to disciplinary action

8.12 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION)

8.12.1 Workers' Compensation shall be administered pursuant to NRS Chapters 616A to 616D, et. Seq., and NAC 284.5775 and 284.5777.

8.13 BEREAVEMENT LEAVE

8.13.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.

8.13.2 Bereavement Leave must be used no later than one (1) year after the death of the family member for which the Bereavement Leave was requested.

8.14 LEAVE WITHOUT PAY (LWOP)

8.14.1 LWOP may be used and administered pursuant to NAC 284.578 and 284.580.

8.15 LEAVE OF ABSENCE WITHOUT PAY

8.15.1 A leave of absence without pay may be approved pursuant to NAC 284.578.

8.16 FAMILY & MEDICAL LEAVE

8.16.1 Family and Medical Leave will be used and granted in accordance with the Family and Medical Leave Act of 1993 (FMLA), the Nevada Family Leave Act, and NAC 284.581 to 284.5813, et, seq...

ARTICLE 9: RECORDS MANAGEMENT

9.1 The Employer has the authority to maintain secure files on each employee.

9.2 An employee may examine their own file(s) by contacting their Department or Division Human Resources Office for their Department or Division file(s) and/or the appropriate Central Records Unit for their central records file.

9.3 The Employer will provide access to the file(s) as soon as possible but not more than ten (10) business from the date of the request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.

9.4 Written authorization from the employee is required before any representative of the employee will be granted access to the employee's 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, and the responses shall be included at the employee's request.

9.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the DHRM Central Records website.

9.6 FILE TYPES

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

9.6.2 MEDICAL FILE

9.6.2.1 A separate and confidential file maintained by the employee's Department or Division in accordance with federal and State laws.

9.6.3 PAYROLL FILE

9.6.3.1 A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.

9.6.4 PERSONNEL FILES

- 9.6.4.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit.
- 9.6.4.2 One (1) official Personnel File may also be maintained by the employees' Department or Division Human Resources Office.
- 9.6.4.3 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. They 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.

9.6.5 SUPERVISOR FILE

- 9.6.5.1 Each first line supervisor may 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).
- 9.6.5.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.
- 9.6.5.3 Supervisor Files will be maintained in a secure location and are confidential to the extent allowed or required by State and federal law.

9.6.6 Training File

- 9.6.6.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of or review their training record at any appropriate time. The Employer will provide either a hard copy or electronic access to the employee's training record. If an employee provides documentation to the Employer of completed work-related training, it will be recorded in the training record maintained in the employee's Training File.

9.7 BACKGROUND INVESTIGATION FILES

- 9.7.1 Background investigation files generally contain documentation related to an employee's personal history questionnaire, background investigation packet, documentation and information obtained during the employee's background investigation results, polygraph/CVSA results, medical evaluation results, psychological evaluation results, physical fitness results and more pertaining to the employee's background and background investigation.

9.8 RECORD-KEEPING OF DISCIPLINARY ACTIONS

- 9.8.1 A Letter of Instruction is not considered part of the progressive discipline process. A Letter of Instruction will be considered for the purposes of evaluating whether disciplinary action is warranted for no longer than twelve (12) months from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction. Letters of Instruction and Performance Cards will therefore be removed upon request after twelve (12) months with no similar violations.

- 9.8.2 A Documented Verbal Warning will be considered for the purpose of evaluating further disciplinary action for no longer than twelve (12) months from the date of issuance, unless further discipline results from similar violations. Documented Verbal Warnings will therefore be removed upon request after twelve (12) months with no similar violations.
- 9.8.3 A Written Reprimand will be considered for the purpose of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations. Written Reprimands will therefore be removed upon request after twenty-four (24) months with no similar violations.
- 9.8.4 Suspensions of one (1) day to ten (10) days may be considered no longer than three (3) years from the date of issuance, so long as the employee has not committed further violations of a similar nature. Suspensions of one (1) day to ten (10) days will therefore be removed upon request after three (3) years with no similar violations.
- 9.8.5 Suspensions of eleven (11) to thirty (30) days or demotions may not be considered for purposes of evaluating further disciplinary action no later than five (5) years, so long as the employee has not committed further violations of a similar nature. Suspensions of eleven (11) to thirty (30) days or demotions shall be removed upon request after five (5) years with no similar violations.
- 9.8.6 Suspensions of any length, and demotions related to unlawful discrimination or harassment shall be considered for the purpose of evaluating further disciplinary action in all cases.

9.9 CONFIDENTIALITY & PUBLIC RECORDS

- 9.9.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal or State law.
- 9.9.2 DHRM maintains a roster of the State's employees. The roster has 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 appropriate Human Resources Office upon receipt of a written request.
- 9.9.3 Pursuant to NRS 289.025, a Peace Officer's photograph and home address are confidential, with certain exceptions. Upon request, DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the Internal Revenue Service.
- 9.9.4 For the purposes of public inspection, the employee roster may exclude information deemed confidential related to employees in law enforcement Classification or assignment.

ARTICLE 10: DISCIPLINE

- 10.1 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.
- 10.2 The State recognizes the rights of Peace Officers under NRS Chapter 289.
- 10.3 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

- 10.4 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for severe misconduct, criminal acts, or conduct that creates public or employee safety.
- 10.5 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.
- 10.6 An employee serving a Trial Service Period shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

10.7 PROGRESSIVE DISCIPLINE

- 10.7.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
 - 10.7.1.1 Documented Verbal Warning;
 - 10.7.1.2 Written Reprimand;
 - 10.7.1.3 Suspension Without Pay;
 - 10.7.1.4 Demotion, and;
 - 10.7.1.5 Dismissal (Termination) from State service.
- 10.8 The Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.
- 10.9 Off-duty conduct is subject to discipline if the conduct has a nexus to the employee's job duties or otherwise impairs their ability, or the agency's ability, to provide services to the community.

10.10 LAST CHANCE AGREEMENT (LCA)

- 10.10.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.
- 10.10.2 In the event an employee continues to have documented disciplinary issues after being subject to corrective action and progressive discipline, the Appointing Authority, their designee, may at their sole discretion, elect to enter into an LCA for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.
- 10.10.3 An LCA shall specifically identify any and all actions or conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.
- 10.10.4 A copy of the employee acknowledged LCA will be provided to the employee and will be filed in the Supervisor File, the employee's Department or Division Personnel File, and will be forwarded to the appropriate Central Records Unit.

- 10.10.5 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themselves of Article 11 Grievance Procedure, beginning at Step 4 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

10.11 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

- 10.11.1 The Employer may discipline an employee for reasons related to their performance.
- 10.11.2 Disciplinary action for performance-related reasons may be imposed subsequent to repeated and documented failure on the part of the employee to improve within a reasonable period of being made aware of specific deficiencies.

10.12 INVESTIGATIONS

- 10.12.1 The State has the authority to conduct an administrative investigation into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.
- 10.12.2 All criminal convictions or pleas are subject to a new administrative investigation.
- 10.12.3 If an employee receives a temporary reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.
- 10.12.4 No member of the bargaining unit shall be permitted to conduct any administrative investigation of another member of the bargaining unit within the same chain of command. Administrative investigations of members of the bargaining unit will be supervised and conducted by peace officers.
- 10.12.5 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025).
- 10.12.6 A peace officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.
- 10.12.7 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.
- 10.12.8 No employee will be questioned without being given the protections of Garrity. Prior to any investigatory interview, the employee and their representative(s) shall be afforded an opportunity to review any video and/or audio evidence of the alleged incident.
- 10.12.9 Employees have a statutory right to engage in concerted activity, and employees under investigation and witness employees will not be given any active investigation or confidentiality admonishments other than the following which is agreed upon by the parties:

10.12.9.1 You are hereby directed not to contact any employees, unless they are persons with designated Departmental authority, involved in this administrative investigation for purposes of discussing anticipated testimony or otherwise improperly influencing another's testimony until the conclusion of the investigation. Designated Departmental authority includes anyone assigned to investigate the allegations or adjudicate the case, including their chain of command, and the employee's representative(s) of choice, as allowed by NRS 289.080.

10.12.10 An administrative investigation that could lead to disciplinary action against the alleged employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41, Specificity of Charges, form within one hundred twenty (120) calendar days after the employee's initial investigatory interview. The hundred and twenty (120) day period shall be tolled by the number of days the employee is out on FMLA or deployed with the military.

10.13 ADJUDICATIONS OF ALLEGATIONS

10.13.1 Adjudications are based upon a review of the completed investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation.

10.13.2 The Department Director, or their designee, will make a finding, consistent with the Just Cause standard, for each allegation and that finding should fall into one of the following categories of disposition:

10.13.2.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.

10.13.2.2 Not Sustained - Investigation produced insufficient evidence or information to clearly prove or disprove the alleged act. This category is justified when there is a lack of witnesses or other lack of objective and persuasive proof.

10.13.2.3 Exonerated - The conduct or act occurred but was justified, legal and proper.

10.13.2.4 Unfounded - The alleged act did not occur.

10.13.2.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.

10.13.3 If no disciplinary action is to be taken, the employee will be noticed that the investigation is complete, and no disciplinary action will be imposed.

10.14 PRE-DISCIPLINARY HEARING

10.14.1 If, following an investigation, an Appointing Authority, or their designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing before the proposed action must be followed.

10.14.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Hearing must be scheduled to take place not earlier than seven (7) business days after the HR-41 is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular working day for the employee. The Pre-Disciplinary Hearing shall be scheduled or re-scheduled as reasonably necessary so as to permit the employee to have their representative(s) present.

- 10.14.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted, or dismissed from service 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.
- 10.14.4 The Appointing Authority, or their designee, will conduct the Pre-Disciplinary Hearing. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or their designee, will render the final decision.
- 10.14.5 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may review the investigative file pursuant to NRS 289.057(3)(a) and submit a response. The Department/Division must consider any such response before punitive action is imposed against the employee.
- 10.14.6 The employee may request Administrative Leave with pay for up to sixteen (16) hours to prepare for a Pre-Disciplinary Hearing regarding a suspension, demotion, or dismissal from service. This should be granted unless it presents a hardship to the employer.
- 10.14.7 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend. The employee may respond both verbally and in writing at the Pre-Disciplinary Hearing.
- 10.14.8 The employee must be given a copy of the findings or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their 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.

10.15 GRIEVANCES OF DISCIPLINARY ACTION

- 10.15.1 Within ten (10) business days after an employee receives the HR-41 may file a grievance relative to disciplinary action under Article 11, Grievance Procedure, or in cases of dismissal, demotion or suspension file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer in accordance with NRS 284.390.
- 10.15.2 Once an employee has properly filed a grievance under Article 11, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

ARTICLE 11: GRIEVANCE PROCEDURE

- 11.1 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.
- 11.2 "Grievance" means an act, omission, or occurrence that an employee believes to be an injustice relating to a condition arising out of the relationship between the Employer and the employee, including:
 - 11.2.1 Compensation;
 - 11.2.2 Working hours;

- 11.2.3 Working conditions;
 - 11.2.4 Union membership;
 - 11.2.5 The administration and interpretation of this Agreement;
 - 11.2.6 The inconsistent application of policies or procedures relating to the employee's employment;
 - 11.2.7 The imposition of discipline; or
 - 11.2.8 Other adverse employment actions.
- 11.3 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:
- 11.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 16, Unlawful Discrimination.
 - 11.3.2 A change in classification or the allocation of positions (NRS 284.165)
 - 11.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
 - 11.3.4 A denial of Catastrophic Leave (NRS 284.3629)
 - 11.3.5 Reprisal or retaliatory action against a State Officer or employee who discloses improper governmental action (NRS 281.641)
- 11.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.
- 11.5 If an employee is within a bargaining unit that has an exclusive representative, the employee has the right to present grievances to the Executive Department at any time and to have those grievances adjusted without the intervention of the exclusive representative if:
- 11.5.1 The exclusive representative is provided a copy of the adjustment of the grievance; and,
 - 11.5.2 The adjustment of the grievance is not inconsistent with the provisions of this Agreement or any supplemental bargaining agreement then in effect.
- 11.6 Except in the case of disciplinary actions, grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within ten (10) business days after the effective date of the discipline at the step set forth in Article 10, Discipline.
- 11.7 Probationary employees may not file a grievance under this Article relating to their failure to complete, or the failure of, their Probationary Period.
- 11.8 FILING AND PROCESSING A GRIEVANCE**
- 11.8.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below. If the employee does not have access to the Employer's electronic grievance reporting system, a grievance may be filed in writing to the LRU.
 - 11.8.2 Non-Disciplinary Grievances

11.8.2.1 Step 1 – Supervisor

- 11.8.2.1.1 Step 1 of the grievance process is an attempt by the grievant and their representative, if any, and the supervisor of the grievant to resolve the dispute. The Supervisor will attempt to meet or confer with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, unless the employee and supervisor agree to an extension.

11.8.2.2 Step 2 - Division Administrator

- 11.8.2.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may present the grievance to their Division Administrator within ten (10) business days from the date of the written response from the Supervisor.
- 11.8.2.2.2 The Division Administrator, or their designee will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, absent extenuating circumstances.

11.8.2.3 Step 3 - Department Director

- 11.8.2.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may present the written grievance to the Department Director within ten (10) business days from the date of the written response from the Division Administrator, or their designee.
- 11.8.2.3.2 The Department Director, or their designee, will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance.

11.8.2.4 Step 4 - Arbitration

- 11.8.2.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director or their designee.
- 11.8.2.4.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.
- 11.8.2.4.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employees bear the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

11.9 DISCIPLINARY GRIEVANCES

- 11.9.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1.
- 11.9.2 Grievances of Written Reprimands will be filed at the Step 2.

- 11.9.3 Grievances of a suspension, demotion or termination shall be filed at the Step 3.
- 11.9.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

11.10 ARBITRATION PROCEDURE

- 11.10.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.
- 11.10.2 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The award, in writing, of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding.
- 11.10.3 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties. However, 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 expenses.
- 11.10.4 When an employee is subpoenaed as a witness on behalf of the grievant 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.
- 11.10.5 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.

11.11 FAILURE TO MEET TIMELINES

- 11.11.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.
- 11.11.2 Failure by the Employer to comply with the timelines in this Article will entitle the grievant or their representative, if any, to move the grievance to the next step of the grievance procedure in this Agreement.

11.12 MISCELLANEOUS

- 11.12.1 Audio and/or video recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.
- 11.12.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of both parties.
- 11.12.3 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

ARTICLE 12: UNION RIGHTS

12.1 RIGHT TO UNION MEMBERSHIP

- 12.1.1 Employees have the right to become a member of the Union.
- 12.1.2 Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status.

12.2 RIGHT TO UNION REPRESENTATION

- 12.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.
- 12.2.2 The right to Union representation does not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

12.3 ACCESS FOR UNION REPRESENTATIVES

- 12.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.
- 12.3.2 Union Representatives will have access to the Employer's offices or facilities in accordance with any Department or Division policy in order to carry out representational activities.
- 12.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

- 12.3.4 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 needs or operations or is in conflict with any Department or Division policy.
- 12.3.5 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

12.4 BULLETIN BOARDS

- 12.4.1 The Employer will provide space on bulletin boards for Union communication.
- 12.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.
- 12.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.
- 12.4.4 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.
- 12.4.5 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 12.4.6 Union communications will not be posted in any other location on Department or Division premises.
- 12.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

12.5 USE OF STATE FACILITIES & EQUIPMENT

- 12.5.1 Meeting Space & Facilities
 - 12.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and prior written authorization of the Employer.
 - 12.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

12.6 SUPPLIES & EQUIPMENT

- 12.6.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of a telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.

12.7 Email, Fax Machines, the Internet, & Intranets

- 12.7.1 Employees may use State-operated email to request Union representation.

12.7.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 11, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

- 12.7.2.1 Result in little or no cost to the Employer;
- 12.7.2.2 Be brief in duration and seldom in frequency;
- 12.7.2.3 Not interfere with the performance of their official duties;
- 12.7.2.4 Not distract from the conducting of State business;
- 12.7.2.5 Not disrupt other State employees;
- 12.7.2.6 Not obligate receiving employees to make a personal use of State resources;
- 12.7.2.7 Not compromise the security or integrity of State information or software, and;
- 12.7.2.8 Not include general communication and/or solicitation with employees.

12.7.3 The Union and its Stewards 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 or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

12.8 UNION STEWARDS

12.8.1 Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as Stewards and the names of Union Representatives who may represent employees shall be submitted in writing to the DHRM Labor Relations Unit (LRU) by the Union. The Employer will not recognize an employee as a Union Steward if their name is not on this notice.

12.8.2 The Union shall notify the DHRM LRU of any changes within twenty (20) business days.

12.8.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not interfere with the performance of their official duties and will not be unreasonably denied.

12.8.4 Representational duties will be coded to Union Leave on the Union Steward's timecard.

12.9 TIME AWAY FROM WORK FOR UNION ACTIVITIES

12.9.1 Union members may be allowed to access Union Leave, or Leave With Out Pay, to attend Union-sponsored meetings, training sessions, conferences, and conventions. Time away from work for these activities must be approved in advance and in writing by their Department or Division.

12.9.2 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.

12.9.3 The Union will provide the Department or Division and the DHRM Administrator, their designee, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but not less than fourteen (14) calendar days prior to the activity.

- 12.9.4 Effective July 1, 2025, the Union will have an aggregate pool of four hundred and eighty (480) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

12.10 UNION LEAVE

- 12.10.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.
- 12.10.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.
- 12.10.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.
- 12.10.4 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.
- 12.10.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.

12.11 INDEMNIFICATION

- 12.11.1 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.

ARTICLE 13: UNION DUES

13.1 NOTIFICATION TO OFFICERS

- 13.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit 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.

13.2 UNION DUES DEDUCTIONS

- 13.2.1 Deduction of Union Dues is strictly a voluntary deduction.
- 13.2.2 The Union will provide the Employer with a copy of the employee's signed membership document.

- 13.2.3 The Union will provide the designated pay center for the employee's Department/Division with the percentage and maximum dues amount to be deducted from the employee's paycheck.
- 13.2.4 Within thirty (30) days of receipt of the completed and signed membership document, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.
- 13.2.5 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- 13.2.6 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.

13.3 STATUS REPORTS

- 13.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information:
 - 13.3.1.1 Employee name.
 - 13.3.1.2 Mailing address.
 - 13.3.1.3 Employee job title.
 - 13.3.1.4 Department and Division. Official duty station or work site.
 - 13.3.1.5 Work phone number.
 - 13.3.1.6 Work email address.
 - 13.3.1.7 Date of hire.
 - 13.3.1.8 Pay grade.
 - 13.3.1.9 Pay step.
 - 13.3.1.10 Seniority date.
 - 13.3.1.11 Separation date.
- 13.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 13.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

13.4 REVOCATION

- 13.4.1 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 signed membership document. Upon receipt by the LRU 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, after the receipt of the revocation notice.

13.5 INDEMNIFICATION

- 13.5.1 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.

- 13.5.2 The Department/Division 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 representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

ARTICLE 14: SAFETY & HEALTH

- 14.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that are causing or are likely to cause harm to its employees.
- 14.2 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.
- 14.3 A Department or Division may direct employee to use leave in accordance with Article 8, Leave, Part 8.8 Sick Leave, when employees self-report a contagious health condition.
- 14.4 A Department or Division may direct employees to use leave in accordance with Article 8, Leave, Section 8.1 Administrative Leave or Section 8.12 Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment.
- 14.5 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

14.6 PERSONAL PROTECTIVE EQUIPMENT

- 14.6.1 The Department or Division will determine and provide required safety devices, personal protective equipment ("PPE"), and safety apparel for employees to effectuate their duties in a safe manner. The Department or Division will provide necessary replacements to PPE, as determined. Uniforms and Equipment do not apply.
- 14.6.2 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

14.7 SAFETY COMMITTEES

- 14.7.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.
- 14.7.2 Safety Committees may 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).
- 14.7.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division Director, or their designee, for review and action, as necessary.

14.8 WORKPLACE VIOLENCE

- 14.8.1 Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor. This may include restraining orders granted against their disgruntled spouse, domestic partner, or others.

- 14.8.2 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. All incidents will be immediately investigated, and appropriate action taken.

14.9 REASONABLE ACCOMMODATION

- 14.9.1 The Employer and the Union shall comply with all relevant federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

ARTICLE 15: UNIFORMS AND EQUIPMENT

- 15.1 The Employer will determine and provide uniform items and equipment consistent with Department or Division policy.
- 15.2 Departments and Divisions may issue the following basic law enforcement equipment to each Unit M officer:
- 15.2.1 Badge and official credentials;
 - 15.2.2 One (1) at minimum Level IIIA ballistic vest/body armor within manufacturer guarantee/serviceability recommendation/expiration dates;
 - 15.2.3 The Employer shall issue a duty firearm, with a minimum of two (2) magazines, to employees that are required to carry a firearm on duty;
 - 15.2.4 One (1) set of DOJ approved handcuffs;
 - 15.2.5 At least one (1) less lethal force option as determined by the Department, and;
 - 15.2.6 Any associated holsters for issued equipment.
 - 15.2.7 Employer will provide training and duty ammunition for all employer-issued firearms.
- 15.3 Departments and Divisions may allow employees to carry an approved personally owned firearm in lieu of an Employer issued firearm.
- 15.4 Employees are responsible for the maintenance and repair of any approved personally owned firearm.
- 15.5 The Employer will be responsible, per Department or Division policy, for providing approved training and duty ammunition for approved personally owned duty firearms chambered in the same caliber as employer issued firearms.
- 15.6 Employees are responsible for safe storage of any Department approved personally owned duty firearms. The Employer is not responsible for loss or theft of any Department approved personally owned duty firearms.
- 15.7 The Employer will replace State-issued uniforms and/or equipment items pursuant to the manufacturers expiration date or Department or Division policy.

- 15.8 If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties, and the damage is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee. The Employer has a zero-tolerance policy for employees who consume alcohol or drugs while on duty, report to work in an impaired condition, or unlawfully possess drugs while on duty, at a work site, or on the Employer's property.

ARTICLE 16: UNLAWFUL DISCRIMINATION

16.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

- 16.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws, regulations or executive orders.

16.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

- 16.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.
- 16.2.2 Employees may not use the Grievance Procedure in Article 11 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 17: UNION/MANAGEMENT DISPUTE RESOLUTION

17.1 THE EXECUTIVE DEPARTMENT

- 17.1.1 The State of Nevada, also referred to as the "Employer" or the "State," has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with all certified units on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under NRS Chapter 288. As the employees covered by this Agreement span multiple Departments and Divisions, no single Department or Division has the authority to engage on collective bargaining matters absent the involvement and/or approval of the DHRM Administrator.

17.2 THE UNION

- 17.2.1 Bargaining Unit M has designated the Nevada Peace Officer Association (NPOA) as its exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit M under NRS Chapter 288.

17.3 DISPUTE RESOLUTION

- 17.3.1 The Employer and the Union agree that communication related to any rights or remedies under this Agreement or NRS Chapter 288 shall be presented in writing to:
- 17.3.1.1 Employer: to LRU at laborrelations@admin.nv.gov; or
- 17.3.1.2 Union: to NPOA at info@nsleoa.org
- 17.3.2 The Employer and the Union agree that the Union is not precluded from communicating directly with Departments or Divisions to foster and support Union/Management relations. However, any such communications are not to be considered formal collective bargaining communications for the purposes of this Agreement.

17.4 UNION GRIEVANCES

- 17.4.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties.
- 17.4.2 The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of a provision(s) of this Agreement prior to the filing of any formal complaints with an administrative or judicial body, such as the EMRB or a Court.
- 17.4.3 In the event the Employer and the Union cannot, through meeting and conferring, resolve an issue with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU.
- 17.4.4 A Union Grievance must be filed within fifteen (15) calendar days after the date of meeting between the Employer and the Union to meet and confer.
- 17.4.5 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure outlined in Article 11 of this Agreement.

17.5 SUCCESSOR CLAUSE

- 17.5.1 A Union grievance(s) filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

ARTICLE 18: SUPPLEMENTAL BARGAINING

- 18.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department or Division-specific bargaining pursuant to NRS Chapter 288.585.
- 18.2 Proposals for Department or Division-specific bargaining must be both Department or Division specific, non-compensation related, and is subject to the Legislative appropriation requirements of NRS 288.505(1)(c).

ARTICLE 19: STRIKES

- 19.1 No employee covered by this Agreement shall, in concert with any other person, engage in any strike, stoppage or refusal in the course of employment to perform their assigned duties, withhold, curtail, or restrict their services, or encourage others to do so, or be absent from work upon any pretext or excuse such as illness, which is not founded in fact, or participate in any other intentional interruption of the operations of the State regardless of the reason for so doing. If an employee violates this provision, the Employer may take such action as it may deem appropriate, and which is allowed under the law.

ARTICLE 20: ENTIRE AGREEMENT

- 20.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.
- 20.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.
- 20.3 The parties acknowledge that during the negotiation 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.

ARTICLE 21: SAVINGS CLAUSE

- 21.1 This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree to meet within thirty (30) days and negotiate such parts of provisions affected.

ARTICLE 22: APPROPRIATIONS

- 22.1 The Parties recognize that certain provisions of this Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved.
- 22.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.
- 22.3 The Parties recognized the Agreement governs over all applicable legislations approved during the 2025 Legislative Session regarding compensation and benefits unless otherwise specified in the Agreement.

ARTICLE 23: TERM OF AGREEMENT

- 23.1 All provisions of the Agreement will become effective upon the approval of the Board of Examiners and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.
- 23.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with provisions of NRS Chapter 288.

IN WITNESS WHEREOF, the parties have executed and delivered this Collective Bargaining Agreement as of the effective date of July 1, 2025.

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:


EACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM


JOSH REID
Special Counsel – Labor Relations

For the Union :

Chief Negotiator

APPROVED AS TO FORM

-

APPENDIX A

Supervisory Category II Peace Officers (sorted by title code)			
Title Code	Job/Position Title	BU	GRADE
13.241	Supervisory Criminal Investigator II	M	43
13.242	Supervisory Criminal Investigator I	M	43
13.246	AG Deputy Chief Investigator	M	44
13.247	AG Criminal Investigator, Supervisor	M	43
13.255	Supervisory Compliance/Enforcement Investigator	M	42
13.263	Unit Manager, Youth Parole Bureau	M	43

Joe Lombardo
Governor



Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

**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 | Fax: (775) 684-0260

Date: May 22, 2025
To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office
From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office *ST*
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 RESOURCE MANAGEMENT**

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Fraternal Order of Police, Nevada CO, Lodge 21 for the 2025-2027 biennium for Bargaining Unit N, comprised of Category III peace officer supervisors. The estimated fiscal impact of the CBA for the biennium is \$21,155,823.

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. Fraternal Order of Police, Nevada CO, Lodge 21 was certified the exclusive representative for the state employees in Bargaining Unit N and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: *ST*

ACTION ITEM: _____



STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management
209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
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MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

FROM: Bachera Washington, Division Administrator,
Division of Human Resource Management

SUBJECT: Consideration and Approval of the Fraternal Order of Police, (FOP), Unit N -
Supervisory, Collective Bargaining Agreement for 2025-2027

DATE: May 22, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Fraternal Order of Police (FOP), Unit N-Supervisory, began negotiations for a successor collective bargaining agreement (CBA) in September 2024.

The State of Nevada and FOP bargained and came to an agreement on all issues with the exception of the Compensation Article. An arbitration was conducted in March 2025, and a decision was made by the arbitrator in May 2025. The attached agreement was ratified by FOP membership in May 2025.

Request in Front of the Board

Pursuant to NRS 288.555, the Division of Human Resource Management (DHRM) is respectfully placing the FOP, Unit N - Supervisory, CBA, for the contract term of July 1, 2025 through June 30, 2027, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2025.

Key financial notes from the creation of the 2025-2027 CBA

- Effective July 1, 2025, the salary for Corrections Sergeants will be 20% higher than a Corrections Officer (grade 26) in the 2023-2025 biennium). The salary for a Corrections Lieutenant will be 20% higher than a Corrections Sergeant.
- Effective July 1, 2025, the salary for a Forensic Specialist IV will be 20% higher than a Forensic Specialist III (grade 26 in the 2023-2025 biennium)
- Effective the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive a retention incentive in the amount of two thousand (\$2,000) dollars per fiscal year, to be paid in four (4) equal installments.
- In the event legislature passes in the 2025 session and is enacted that affords all State employees additional compensation, such additional compensation will be paid to the employees covered under this Agreement.
- Employees within the bargaining unit shall continue to receive longevity pay pursuant to NRS 284.177.
- Bargaining Unit N employees may accrue up to two hundred forty (240) hours of Compensatory Time at the rate of one and one-half (1 ½) times their regular hourly rate of pay for each hour of overtime worked where such time worked would otherwise be compensation by Overtime Pay.
 - Special Adjustments to Pay is ten (10%) percent of their regular hourly rate of pay.
 - Muster Pay: All employees will receive forty-five (45) minutes of Overtime and any applicable shift differential pay which can be taken for pay or Compensatory Time, for every day that they work regardless of their post or work assignment.
 - Employees covered under this Agreement who are required to purchase uniforms and equipment will receive a Uniform & Equipment Allowance of two thousand twenty dollars (\$2,020.00) per fiscal year, payable in two equal installments in September and March on checks separate from their pay checks.
 - 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 a maximum of four hundred eighty (480) hours per calendar year.
 - Annual Leave Cash Out: Employees covered under this Agreement shall have the opportunity to cash out Annual Leave twice per fiscal year, once in November and once in May. Employees may cash out up to forty (40) hours per instance or up to eighty (80) hours either in November or in May, so long as after cash out they have a remaining balance that is greater than or equal to two hundred (200) hours of banked Annual Leave.
 - Union Leave: Effective July 1, 2025, and every July 1 thereafter, the Union will have a pool of one thousand (1,000) hours per fiscal year to draw from for Union Leave. The pool of hours does not roll over from fiscal year to fiscal year.

Fiscal Impact

The Executive Department has estimated the total fiscal impact of this CBA to be \$21,155,823 for the biennium, assuming upper limit values where actual utilization cannot be determined.

Thank you for your consideration.

Attachments: FOP, Unit N - Supervisory – Collective Bargaining Agreement
FOP, Unit N - Supervisory, 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Unit N - Category III Peace Officer Supervisors
 with **Fraternal Order of Police (FOP), Correctional Officers Lodge 21**

In Governor's Recommended budget:			
		FY26	FY27
FTE		170.00	170.00
PCNs		170	170

Key points in this agreement:	Estimated Fiscal Impact:				
	FY 2026		FY 2027		
• Salary for each classification will be 20% higher than that of the level below (inclusive of applicable grade increases and COLAs in Unit I).	\$	4,906,028	\$	7,323,908	Calculated using state budget system, with modified pay table for calculation purposes.
• Retention incentive of \$2000 per year, in 4 installments.	\$	340,000	\$	340,000	Calculated using total unique positions x \$2,000 per year
• Additional compensation as provided by legislation for all state employees.	\$	-	\$	-	None included in Governor Recommended Budget
• Longevity pay pursuant to NRS 284.177	\$	-	\$	-	Included in Governor Recommended Budget
• Special Adjustments to Pay maximum of 10%	\$	45,195	\$	49,145	Cannot be accurately estimated without detail; assumed 50 employees for 100 hours of special duty per year, at 10% maximum of average hourly pay.
• Employees will receive Muster Pay in the form of 45 minutes of overtime for each day of work.	\$	3,194,654	\$	3,473,863	Estimated at .75 hour per day worked at time-and-one-half, assuming 10 hour shifts and 24 non-worked days per year, all positions filled, and allowing for the salary increases.
• Employees who are required to purchase uniforms and equipment will receive a Uniform & Equipment Allowance of \$2,020 per fiscal year, distributed in 2 equal payments	\$	343,400	\$	343,400	Estimated assuming all covered employees are eligible and no vacancies
• Annual Leave accrual maximum of 480 hours	\$	-	\$	-	no incremental pay
• Annual Leave cash out opportunities twice per fiscal year of up to 40 hours each, as long as 200 hours remain after cash out	\$	245,861	\$	267,349	Cannot be accurately determined without experience. Estimated assuming all positions filled and all with eligible balances (roughly 20%) requesting payout.
• Union Leave – Effective July 1, the Union will have an annual pool of 1,000 hours of Union Leave.	\$	135,585	\$	147,435	Estimated at the average hourly rate x 1.5, assuming overtime for duty coverage.
Total estimated fiscal impact:	\$	9,210,723	\$	11,945,100	
	Biennium Total:		\$	21,155,823	



**State of Nevada
&
Fraternal Order of Police (FOP),
Correctional Officers Lodge 21
Collective Bargaining Agreement**

UNIT N

July 1, 2025 – June 30, 2027

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PREAMBLE

This Collective Bargaining Agreement (CBA) entered into July 1, 2025, referred to as the "Agreement" or "CBA," is entered into by the State of Nevada, herein referred to as the "Employer" or the "State," and the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21, herein referred to as the "Union." This Agreement is applicable to all eligible employees in Collective Bargaining Unit N of the Employer described in Article 1, Union Recognition of this Agreement. 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.

It is the intent of the parties that this Agreement governs over any applicable legislation regarding compensation and benefits provided to State employees unless otherwise specified.

ARTICLE 1: UNION RECOGNITION

This Agreement covers the employees in the bargaining unit N described in Appendix A titled, "Bargaining Units Represented by the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21." 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.

ARTICLE 2: DEFINITIONS & RESOURCES

"Appointing Authority" is an official, board, or commission having the legal authority to make appointments to positions in the State service, or a person to whom the authority has been delegated by the official, board, or commission. The term "Appointing Authority, or designee" is used interchangeably in this Agreement with "Employer," and "Department or Division."

"Appointment" means the acceptance by an applicant of an offer of employment by an Appointing Authority and their mutual agreement as to the date of hire.

"Break in service" means any separation from State service, except for those separations listed in NAC 284.598.

"Business Day" - for purposes of calculating time limits in this agreement shall be Monday through Friday, excluding designated holidays regardless as to if employees are on eight (8) hour, ten (10) hour, or twelve (12) hour shifts.

"Category III Peace Officer" is a Peace Officer whose authority is limited to correctional services, including Correctional Officer, Senior Correctional Officer, Correctional Sergeant, Correctional Lieutenant and Forensic Specialist of the Department of Corrections and Department of Health and Human Services. (NRS 289.480).

"Class" means a group of positions sufficiently similar with respect to their duties and responsibilities that the same title may be reasonably and fairly used to designate each position allocated to the class, substantially the same tests of fitness may be used, substantially the same minimum qualifications may be required, and the same schedule of compensation may be applied with equity.

"Classification" means the systematic process of analytically grouping and allocating positions to classes based on the similarity of actual duties and responsibilities.

“Collective Bargaining” as defined in NRS 288.032

“Collective Bargaining Agreement (CBA)” This document is known as the Unit N Collective Bargaining Agreement for the State of Nevada and the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21.

“Commercial Driver License (CDL)” <https://dmv.nv.com/cdl.htm>.

“Continuous Service” means State service, which is not broken by a separation, except for those separations listed in NAC 284.598.

“Demotion” is any movement of an employee to a class having a lower grade than the class previously held.

“Department” means: 1) a Department in the Executive Branch of State government that is designated as a Department by statute; 2) the Nevada System of Higher Education; and 3) any State board or commission that employs classified workers.

“Discrimination” means the act of distinguishing, singling out, or making a distinction in the unfair or unequal treatment of an individual or group based on certain characteristics, including, but not limited to, age, disability, ethnicity, gender, marital status, national origin, race, religion, and sexual orientation, or any reason identified in NRS 288.270(1)(c) and (f) which are made applicable to the Executive Department by NRS 288.620(1)(a).

“Division” means: 1) a Division in the Executive Branch of State government that is designated as a Division.

“Division of Human Resource Management (DHRM)” is the Division within the Department of Administration www.hr.nv.gov.

“Domestic Partner” means the employee’s registered domestic partner.

“Domestic Violence” is defined as in NRS 33.018.

“Duty location” means the State building, facility or worksite where the employee is assigned to perform their work.

“EAP” is the Employee Assistance Program.

[http://hr.nv.gov/StateEmployees/Employee_Assistance_Program\(EAP\)/](http://hr.nv.gov/StateEmployees/Employee_Assistance_Program(EAP)/)

“Employee Handbook” is the most current handbook published by the Division of Human Resource Management. at the time of ratification of this CBA.

“Employee-Management Relations Board (EMRB)” fosters the collective bargaining process between governments and their employee organizations (Unions), provides support in the process, and resolves disputes between governments, employee organizations, and individual employees as they arise. <http://emrb.nv.gov/>.

“Employee Misconduct” means egregious and/or intentional violations of Department Policy. If performance issues are addressed by corrective actions and not improved by the employee, they will rise to the level of employee misconduct.

“Employer” means the State of Nevada and its employing Departments or Divisions.

“Equal Employment Opportunity Commission (EEOC)” is responsible for enforcing Federal laws that make it illegal to discriminate against a job applicant or an employee because of the person’s race, color, religion, sex (including pregnancy, transgender status, and sexual orientation), national origin, age (40 or older), disability, or genetic information. www.eeoc.gov.

“Facility” – means a community correctional center, conservation camp, facility of minimum security or other place of confinement, other than an institution, operated by the Department for the custody, care or training of offenders and a hospital or unit operated by the Division of Public and Behavioral Health.

“Fair Labor Standards Act (FLSA)” is 29 U.S.C. § 203, as amended.
www.dol.gov/Departments/whd/flsa

“Family & Medical Leave Act of 1993 (FMLA)” is 29 U.S.C. § 2601, as amended.
www.dol.gov/Departments/whd/fmla

“Family member” is defined to include: 1) Child; 2) 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; 3) Spouse; 4) registered domestic partner; 5) grandparent; 6) grandchild, and; 7) sibling.

“Field Training Officer” (FTO) is a Peace Officer that has received and maintains certification in additional training to be utilized as an Instructor to include Basic Instructor Development (BID), Defensive Tactics Instructor (DTI), Range Master Instructor (RMI), OC Instructor (OCI), ASP Instructor, or Taser Instructor.

“Full-time employee” means an employee whose work schedule is equal to one hundred percent (100%) of the full-time equivalent (FTE) established for the position. Full-time employees are scheduled to work a consistent work schedule of forty (40) hours per workweek or eighty (80) hours per pay period.

“Garrity” refers to the protections required under Garrity v. New Jersey, 385 U.S. 273 (1967) and Gandy v. State ex rel. Division of Investigation and Narcotics, 96 Nev. 281 (1980).

“Grade” or “Salary grade” means the number assigned by the DHRM to identify the range of pay for a class.

“Health-related reason” is defined as a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.

“Household members” are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.

“Immediate family” as defined in NAC 284.5235.

“Just Cause” for discipline shall mean discipline that is not arbitrary or capricious, which is reasonably related to the seriousness of the offense and the employee’s service history, and for which the employee has received due process.

“Innovative Work Week” means a work schedule that differs from a Standard or Non-standard workweek.

“Labor Relations Unit (LRU)” is the Division of Human Resource Management’s Labor Relations Unit. https://hr.nv.gov/Sections/LRU/LABOR_RELATIONS_UNIT/.

Email: laborrelations@admin.nv.gov.

“Last Chance Agreement (LCA)” is an agreement entered into by an employee and a Department or Division as a final opportunity in the corrective action and progressive disciplinary process for the employee to continue employment.

“Lengthy Convalescence” means a period of disability that an attending physician expects to exceed ten (10) consecutive weeks.

“Life-threatening” means a condition or situation capable of causing death.

“Mediation” means assistance by an impartial third party to reconcile differences between the Executive Department and an exclusive representative through interpretation, suggestion, and advice. (NRS 288.065).

“Merit Pay Increase” is an increase in salary granted on an employee’s pay progression date when they have a performance rating that is standard or better and have not yet attained the top step of the salary grade.

“Minimum Qualifications” means the qualifying age, basic work experience, education, training, and/or licensure necessary to be considered for a job. “Nevada Administrative Code (NAC)” www.leg.state.nv.us/nac/.

“Nevada Department of Corrections (NDOC)” www.doc.nv.gov.

“Nevada Department of Health & Human Services (DHHS)” www.dhhs.nv.gov.

“Nevada Equal Rights Commission (NERC)” www.detr.state.nv.us/nerc.htm.

“Nevada Revised Statutes (NRS)” www.leg.state.nv.us/nrs/.

“Paid status” means the time that an employee is working or on a paid leave of absence, excluding Catastrophic Leave.

“Part-time employee” means an employee whose work schedule is less than one hundred percent (100%) full-time equivalent (FTE) for an employee’s pay class designation. Part-time employees are scheduled to work a consistent work schedule of less than forty (40) hours per workweek.

“Pay Progression Date” means the date on which an employee completes one (1) year of continuous employment following the appointment to their current salary grade.

“Performance Improvement Plan (PIP)” is a tool to give an employee with behavior issues or performance deficiencies the opportunity to follow a strict plan with a goal of successfully correcting their behavior or performance.

“Permanent Employee” is a classified employee who has successfully completed the Probationary Period for any class held during continuous State service.

“Permanent Status” means the standing achieved in a class when; 1) an employee has successfully completed the Probationary Period for the class; or, 2) the appointment does not require a new Probationary Period, and the employee does not hold another type of status of appointment for the class.

“Position” is a group of duties and responsibilities that have been assigned to a single job.

“Probationary Employee” is an employee who has not completed the Probationary Period for any class held during continuous State service.

“Probationary Period” is a twelve (12) month period of an employee’s initial appointment to a position.

“Promotion” means an advancement to a position in a class that has a higher salary grade than the class previously held.

“Public Employees’ Retirement System” (PERS) is the retirement system for State employees. www.nvpers.org

“Reasonable Accommodation” means any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or enjoy the benefits and privileges of employment equal to those enjoyed by employees without disabilities, without creating an undue hardship on the Employer.

“Reemployment” means a noncompetitive appointment of a current or former employee to a class for which the employee has reemployment rights because of military service, layoff, a permanent disability arising from a work-related injury or illness, seasonal separation, reallocation, or reclassification of the position to a lower salary grade.

“Regular Day Off (RDO)” is an employee’s assigned day off.

“Rehire” means any appointment to the classified service following a separation from the classified service.

“Reviewing Officer” is the supervisor of the person who prepared a report on the performance of an employee, or another person designated by the Appointing Authority.

“Risk Management Division” – The Risk Management Division of the Department of Administration provides State-wide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention, including Workers’ Compensation. <https://risk.nv.gov/>.

Rules for State Personnel Administration, republished August 2020.

“Seniority” is the status attained by employees based on their Promotion date into the position. For the purposes of layoffs and reemployment, “Seniority” will be defined pursuant to NRS 284 and NAC 284.

“Skills and Abilities” means the technical or manual proficiencies which are usually learned or acquired through training and are measurable and observable, and the demonstrable capacity to apply knowledge and skills simultaneously to complete a task or perform an observable behavior.

“State Administrative Manual (SAM)”, revised October 2, 2024.

“State of Nevada Commission on Ethics” www.ethics.nv.gov.

“Step” is a specific hourly rate of pay within a salary grade.

“Straight Shift” means shifts established at a facility or a straight eight (8) hour work shift with no unpaid breaks or lunch.

“Strike” as defined in NRS 288.074, means any concerted: stoppage of work, slowdown, or interruption of operations by employees of the State of Nevada; absence from work by employees of the State of Nevada upon any pretext or excuse, such as illness, which is not founded in fact; or, interruption of the operations of the State of Nevada by any employee organization or labor organization. Strikes are illegal in the State of Nevada.

“Transfer” means a noncompetitive appointment in which an employee moves from one position to another position in the same class or related class with the same salary grade, or a competitive appointment in which an employee moves to a position in a different class with the same salary grade.

“Trial Service Period” means a twelve (12) month period served by a permanent employee who has been promoted to or who has voluntarily transferred to a vacant position.

“Uniformed Services Employment & Reemployment Rights Act (USERRA)”
<https://www.dol.gov/agencies/vets/programs/userra>.

“Union Representative” or “Union Steward” is a trained Union official who represents and defends the interest of employees relative to the CBA.

“Work Area” means the areas within a Duty Location where the employee is assigned to perform their work.

“Work Schedule” means the workweeks and work shifts of different numbers of hours that are established by the Employer in order to meet business and customer service needs.

“Work Shift” means the hours an employee is scheduled to work each Workday in a Workweek.

“Workweek” is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following Sunday.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The Employer retains all rights of management as established by NRS Chapter 288.

ARTICLE 4: HIRING & APPOINTMENTS

- 4.1 The Employer will perform all hiring and appointments as outlined in NRS Chapter 284 and NAC Chapter 284.
- 4.2 Job postings will be made in compliance with NAC Chapter 284 and DHRM policies.
- 4.3 Whenever a vacancy occurs, the State shall post for a minimum of three (3) calendar days a description of the vacancy through such procedures as are typically used and established by the Employer. The posting and any vacancy to be filled from an existing eligible list shall contain the name of the job classification, general description of the duties, and the duty location of the position. A link to the posting will be emailed to the Fraternal Order of Police, C.O., Lodge 21 at praterfop21jobs@yahoo.com.

ARTICLE 5: LAYOFF & REEMPLOYMENT

- 5.1 The Employer will follow the provisions of NRS Chapter 284 and NAC Chapter 284 for matters relating to layoffs and reemployment.

- 5.2 From the effective date of this Agreement through June 30, 2027, an employee who is going to relocate to a geographical area more than fifty (50) miles away due to a facility closure, will be entitled to a stipend of fifteen hundred dollars (\$1,500) to assist with moving expenses to another facility.

ARTICLE 6: SEPARATION

6.1 RESIGNATION

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

ARTICLE 7: HOURS OF WORK

- 7.1 This Article outlines the Employer's general administration of hours of work and shall not be construed as an exhaustive representation of the Employer's policies and procedures regarding hours of work for employees.

7.2 WORK SCHEDULES

- 7.2.1 The official Workweek for the purposes of payroll begins on Monday at 0000 hours and ends at 2359 hours on the following Sunday.
- 7.2.2 Work schedules for employees covered under this Agreement may consist of one of the following combinations of daily work hours, meal breaks, and rest periods during a Workweek:
- 7.2.2.1 Eight (8) hours per workday, five (5) days per Workweek with two (2) consecutive RDO's.
 - 7.2.2.2 Ten (10) hours per workday, four (4) days per Workweek with three (3) consecutive RDO's.
 - 7.2.2.3 Twelve (12) hours per workday, four (4) days per Workweek with three (3) consecutive RDO's one week, and three (3) days per Workweek with four (4) consecutive RDO's in the other week. This includes one (1) eight (8) hour day each eighty (80) hour pay period.
 - 7.2.2.4 A forty (40) hour per Workweek variable and flexible schedule.
 - 7.2.2.5 An eighty (80) hour per pay period variable and flexible schedule.
 - 7.2.2.6 Employees who are assigned to a Facility that has posts that require twenty-four (24) hours per day staffing may be assigned to shifts of twelve (12) hours per workday. Facilities may, at the discretion of the Director, or their designee, implement a twelve (12) hour staffing model for either twenty-four (24) hour posts or any other posts within the Facility. This staffing model contemplates seven (7), twelve (12) hour shifts per pay period, totaling eighty (80) hours of regular time and four (4) hours of overtime. The four (4) hours of overtime does not contribute to any mandatory overtime assignment for the purposes of movement on the mandatory overtime roster.

7.3 ALTERNATE WORK SCHEDULES

- 7.3.1 Alternate Workweeks and work shifts of different numbers of hours may be established for employees by the Employer in order to meet staffing, security, and safety needs, as long as the alternate work schedules meet federal and State laws. Such schedules will first be assigned on a volunteer basis. If there are not enough volunteers to fill the required schedule slots, then employees shall be selected based on reverse seniority for the alternate work schedules, subject to the Department's or Division's assessment of safety and security requirements, appropriate skills, training, and business and operational needs.

7.4 TEMPORARY SCHEDULE CHANGES

- 7.4.1 An employee's Workweek and/or work schedule may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. An employee will receive fourteen (14) calendar days' written notice of any temporary schedule change, absent exigent circumstances. The day that notice is given is considered the first day of notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. The employee and employer may mutually agree to waive the fourteen (14) calendar day notice.
- 7.4.2 Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. Temporary schedule changes will be assigned based on a most senior volunteer basis first, then by using a least senior non-volunteer process, if necessary.

7.5 PERMANENT SCHEDULE CHANGES

- 7.5.1 An employees' workweek and work schedule may be permanently changed with prior notice from the Employer. An employee 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. Employees will be chosen for permanent schedule changes based on skills and abilities to perform the duties required by the Employer. Permanent schedule changes will be assigned based on a most senior volunteer basis first, then by using a least senior non-volunteer process, if necessary.
- 7.5.2 Voluntary adjustments in the hours of work of daily work shifts during a Workweek do not constitute a permanent schedule change.

7.6 EMERGENCY SCHEDULE CHANGES

- 7.6.1 The Employer may adjust an employee's Workweek and work schedule without prior notice in emergency situations such as highway snow, ice or avalanche removal, fire duty, or unforeseen operational needs.

7.7 EMPLOYEE REQUESTED SCHEDULE CHANGES

- 7.7.1 An employee's Workweek and work schedule may be changed at their request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

7.8 MANDATORY OVERTIME

- 7.8.1 The Appointing Authority will maintain a mandatory overtime roster in order of least seniority to most seniority at each Facility and this roster will be available for employees to review at any time.

7.8.2 When a Facility requires additional staffing, the on-duty supervisor will follow the order below to fill the staffing requirement.

7.8.2.1 Volunteer List

7.8.2.2 On Duty/Yard Call

7.8.2.3 Mandatory

7.8.3 An employee who volunteers to work an overtime assignment will be moved to the bottom of the mandatory overtime roster. If an employee is required to work a mandatory overtime assignment due to their position on the mandatory overtime roster, they will be notified of such requirement as soon as practicable, but no later than three (3) hours in advance of the shift to be worked.

7.8.4 If an employee works any overtime assignment, they will be moved to the bottom of the mandatory overtime roster. Employees will not be told they are "mandated" unless they are actually required to work overtime. If an employee is told they are "mandated" or required to work overtime, they will be moved to the bottom of the mandatory overtime roster.

7.8.5 An employee that is relieved from their assignment one (1) hour or later will be moved to the bottom of the mandatory overtime roster.

7.9 SHIFT TRADES

7.9.1 Qualified employees in the same work area may mutually agree to trade a shift within the established schedule as long as no overtime is created. Such trade must be mutually agreed upon in writing by the employees and a request for approval must be given to the supervisor prior to the effective date of the trade. Such approval shall not unreasonably be denied.

7.10 MEAL BREAKS AND REST PERIODS

7.10.1 Unpaid Meal Breaks

7.10.1.1 For Employees within DHHS only, an unpaid meal break may be scheduled into an Employee's regular shift.

7.10.1.2 If an Employee is on a shift with a scheduled unpaid meal break, the Employee will inform their supervisor if they wish to take the unpaid meal break.

7.10.1.3 An Employee who does not take the unpaid meal break will be paid for the time of the unpaid meal break.

7.10.1.4 Any Overtime that accrues as a result of an employee working during their scheduled unpaid meal break pursuant to this section will be paid according to the Overtime provisions of this Agreement.

7.10.1.5 The Parties agree that this article varies from and supersedes any unpaid meal break requirements of federal and State law.

7.10.2 Paid Meal Breaks for Straight Shift Schedules

7.10.2.1 The Employer and the Union agree to paid meal breaks that vary from and supersede the paid meal break requirements of federal and State laws. Employees working straight shifts will not receive a paid meal break but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal breaks for employees on straight shifts do not require relief from duty.

7.10.3 Rest Periods

- 7.10.3.1 The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by federal and State laws. Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty.
- 7.10.3.2 Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required.
- 7.10.3.3 Rest periods may not be used for late arrival or early departure from work and rest periods and meal breaks will not be combined.

7.11 TIME REPORTING

- 7.11.1 Employees will accurately report time worked in accordance with the time reporting process as determined by the Department or Division.

7.12 EMPLOYMENT CONDITIONS

7.12.1 Probationary Period

- 7.12.1.1 The Probationary Period for bargaining unit positions shall be twelve (12) months from their date of hire and, upon completion, employees will have one (1) year equivalent full-time service. A probationary employee who transfers or promotes from one class to another class must serve a new Probationary Period. Once an employee attains Permanent Status, they shall not be required to serve another Probationary Period. Probationary employees may not appeal separation from State employment for performance or disciplinary reasons through the grievance process outlined in this Agreement.

7.12.2 Trial Service Period

- 7.12.2.1 An employee with Permanent Status who is promoted or voluntarily accepts a transfer into a job classification for which they have not previously attained permanent status will serve a Trial Service Period of twelve (12) months. Employees serving in a promotional or voluntary Trial Service Period will be restored according to NRS Chapter 284 and NAC Chapter 284.

7.13 EMPLOYEE ASSIGNMENTS

7.13.1 Change of Duty Assignments

- 7.13.1.1 The Employer shall have the right to assign and reassign duties among employees in a class, either within a Duty Location, or to another Duty Location within the same geographic region, but no further than sixty (60) miles from their current duty location. The Employer shall have the right to assign and reassign employees, either within a Duty Location, or to another Duty Location within the same geographic region, but no further than sixty (60) miles from their current Duty Location. The Employer shall have the right to assign and reassign duties among employees in a class within a work area.

- 7.13.1.2 If a vacancy exists within a Duty Location or shift, or an additional Employee is required within a Duty Location or shift due to operational need, the Employer shall request volunteers from among qualified Employees to fill the vacancy. If one or more Employees volunteer for the change in Duty Location or shift, the most senior qualified volunteer shall be assigned to the new Duty Location or shift. If there are no volunteers, the least senior qualified employee with a current Duty Location within sixty (60) miles from the Duty Location where the vacancy exists shall be assigned to the new Duty Location on a temporary basis until the position can be filled by promotion.

ARTICLE 8: COMPENSATION

8.1 SALARY PAYMENT

- 8.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay rates are set within a salary grade at a specific step.
- 8.1.2 Appendix B, "Salary Schedules for Bargaining Unit N" details the salary schedules for employees covered under this Agreement.
- 8.1.3 Effective July 1, 2025, the salary for Corrections Sergeants will be 20% higher than a Corrections Officer (grade 36 in the 2023-2025 biennium). The salary for a Corrections Lieutenant will be 20% higher than a Corrections Sergeant.
- 8.1.4 Effective July 1, 2025, the salary for a Forensic Specialist IV will be 20% higher than a Forensic Specialist III (grade 36 in the 2023-2025 biennium).
- 8.1.5 For the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive a retention incentive in the amount of two thousand dollars (\$2,000.00) per fiscal year, to be paid in four (4) equal installments.
- 8.1.6 In the event legislation passes in the 2025 session and is enacted that affords all State employees additional compensation, such additional compensation will be paid to employees covered under this Agreement.
- 8.1.7 Employees within the bargaining unit shall continue to receive longevity pay pursuant to NRS 284.177.

8.2 SALARY ADMINISTRATION

- 8.2.1 The appropriate Central Pay Center is responsible for the administration of salaries in accordance with State policies and this Agreement. 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.

8.3 SALARY RATE UPON PROMOTION

- 8.3.1 Upon promotion to a position in a higher job classification an employee will be placed at the lowest step in the higher salary grade that either is the same step held in the former grade or is at a step which is the equivalent of an increase of two (2) steps above the step held in the former grade, whichever is higher.

8.4 SALARY RATE UPON DEMOTION

- 8.4.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.
- 8.4.2 Upon demotion for failure to complete a Trial Service Period, the employee will be placed in their former job classification and salary grade at their previous step but will have their pay increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.
- 8.4.3 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification.

8.5 STEP INCREASE

- 8.5.1 An employee shall receive a step increase each year of this Agreement on their pay progression date pursuant to NAC 284.194-196.

8.6 CALLBACK PAY

- 8.6.1 An employee will be paid two (2) hours of Callback Pay at the rate of one and one-half (1½) times their regular hourly rate of pay if they are called back to work during their scheduled time off, pursuant to NAC 284.214.

8.7 COMPENSATORY TIME

- 8.7.1 Bargaining Unit N employees may accrue up to two hundred forty (240) hours of Compensatory Time at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour of overtime worked where such time worked would otherwise be compensated by Overtime Pay. At the time Overtime is offered, an employee will have the option of electing Compensatory Time.
- 8.7.2 Any date to be taken off as Compensatory Time shall be scheduled by agreement between the supervisor and the employee. Approval for the use of Compensatory Time will be granted in a fair and equitable manner. Holiday Pay may be banked as Compensatory Time at the employees request.
- 8.7.3 All unused Compensatory Time will be paid pursuant to NAC 284.

8.8 HOLIDAY PAY

- 8.8.1 When an authorized holiday falls on an employee's regularly scheduled workday and the employee is not required to work, the employee shall be paid at their regular hourly rate of pay for all hours in their regularly scheduled shift.

8.9 HOLIDAY PREMIUM PAY

- 8.9.1 When an authorized holiday falls on an employee's regularly scheduled workday and the employee is required to work, the employee shall be paid at their regular hourly rate of pay and Holiday Premium Pay of an additional one and one-half (1½) times their normal hourly rate of pay for all hours worked within the designated twenty-four (24) hour holiday period. The employee can elect to bank their Holiday Premium Pay (1½ times additional pay) as Compensatory Time.
- 8.9.2 Full-time employees, whose normal work schedule does not include the day designated as the holiday, shall be entitled to time off or pay equal to the employee's normal workday.
- 8.9.3 Part-time employees will be paid Holiday Pay on a prorated basis.

- 8.9.4 Full time employees who have been in an unpaid status due to the use of LWOP on the workday prior to or directly following a designated holiday will be paid Holiday Pay for the designated holiday provided they are in paid status for at least sixty percent (60%) of their regularly scheduled hours in the pay period during which the designated holiday falls.

8.10 OVERTIME

- 8.10.1 The Employer shall compensate Overtime-eligible employees at the rate of one and one-half (1½) times their regular hourly rate of pay, including any pay differential, for hours worked in excess of their regularly designated workday or workweek if they are on a variable or innovative schedule agreement.
- 8.10.2 Overtime will be administered in accordance with NRS and NAC 284.
- 8.10.3 For purposes of this Article, "hours worked" includes all hours in a pay status.
- 8.10.4 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.
- 8.10.5 A list of employees who volunteer for overtime assignments will be maintained at each institution. When an Overtime assignment is required, the Employer will consult the voluntary list to staff that assignment. This list will be created at the start of each pay period and will be available for staff to view at all times. Each employee on the list will get an opportunity to work one (1) overtime shift before any other employee with more seniority can work two (2) or more overtime shifts.
- 8.10.6 If an institution other than the one the employee is regularly stationed at requires employees to work overtime, that institution may consult the voluntary overtime roster from another institution and request employee to work with the approval of the second institution's management staff. An employee that works an overtime assignment at a different institution will code their timesheet with the specific coding for that institution for the overtime hours worked.
- 8.10.7 If there are no volunteers available, the Employer will designate employees who are capable and qualified to perform the work based on a reverse seniority, mandatory Overtime roster. Mandatory Overtime assignments shall be rotated in accordance with this Agreement.

8.11 SHIFT DIFFERENTIAL PAY

- 8.11.1 Employees who are assigned a regular work schedule on swing shift, graveyard shift, or night shift on twelve (12) hour shifts, will receive shift differential pay equivalent to five percent (5%) of their regular hourly rate of pay for all hours worked. Employees assigned as stated above will receive Shift Differential Overtime (OTPSD) for additional hours worked on Overtime.

8.12 SPECIAL ADJUSTMENTS TO PAY

8.12.1 Employees may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments; however, the maximum Special Adjustment to Pay and/or Special Assignment pay is ten percent (10%) of their regular hourly rate of pay. Special Assignments are designations outside normal operational functions that save the Employer time and money by having an employee on-site perform the task instead of outsourcing. These tasks require the employee to be removed from their normal duties in order to perform the tasks and may require specialized training. The specialized training will typically require an employee to attend training classes or be certified to perform the duties of that designation. The designation may also require the employee to be recertified after a specified timeframe to maintain that specialized assignment designation. Any expenses incurred related to this training or certification will be paid by the Employer.

8.12.2 Acting Pay

8.12.2.1 An employee who is temporarily assigned and approved by the Employer to assume the daily responsibilities of an authorized position in a higher classification will be paid a Special Adjustment to Pay (Acting Pay) in accordance with the following:

8.12.2.2 If the assignment is for sixteen (16) working days or less within a thirty (30) day period, the employee will receive their regular hourly rate of pay.

8.12.2.3 If the assignment is for more than sixteen (16) working days within a thirty (30) day period, the employee will be paid a Special Adjustment to Pay (Acting Pay) equal to five percent (5%) for one salary grade higher and ten percent (10%) for two or more salary grades higher than their regular hourly rate of pay in addition to their regular hourly rate of pay for the hours in approved "acting" status.

8.12.2.4 The start of the working days will occur based on the first day the employee is working and has assumed the "acting" operational responsibilities.

8.12.2.5 Employees in a class series will only be authorized to be temporarily assigned to an acting position that is the immediate classification above their current classification, unless the number of personnel in the unit or division restricts this ability and it is mutually agreed to by the Employer and the Union.

8.12.2.6 An Acting Pay assignment may not last longer than six (6) months.

8.12.3 Bilingual Pay

8.12.3.1 An employee who is certified to use bilingual skills or sign language for persons who are deaf will be eligible for additional compensation equivalent to five percent (5%) of their regular hourly rate of pay. Employees must provide certification of proficiency in a language other than English in the areas of conversation, reading, and writing from an accredited institution.

8.12.3.2 Employees who receive a Special Adjustment to Pay (Bilingual Pay) agree to participate in a State-wide list whereby they may be called upon to provide interpretation services to other Departments/Divisions.

8.12.4 Field Training Officer (FTO)

8.12.4.1 An employee assigned to be an FTO shall receive additional compensation equivalent to five percent (5%) of their regular hourly rate of pay for a Special Adjustment to Pay (FTO Pay) for the hours spent in FTO status. FTO Pay is excluded from the ten percent (10%) stacking limitation.

8.12.5 Muster Pay Adjustment

- 8.12.5.1 All employees will receive forty-five (45) minutes of Overtime and any applicable shift differential pay which can be taken for pay or Compensatory Time, for every day that they work regardless of their post or work assignment. This is to account for the time from the entry to the area where they receive their assignment and any information needed for their workday. This will also account for the time that it takes to get to their post, check out equipment, and receive a work-related pass down. The "muster pay" will also account for the time it takes to give a work-related pass down to the next shift that relieves you from your post. It will also account for the walk from your assigned post to exit the facility.
- 8.12.6 Special Assignments
- 8.12.6.1 An employee that is given a Special Assignment by the Department/Division not specifically detailed in this Article may be entitled to additional pay equivalent of five percent (5%) of their regular hourly rate of pay for a Special Assignment to Pay (Special Assignment) for the hours working in that Special Assignment, rounded up to the nearest whole hour. Duties that constitute Special Assignments will be determined by the Department/Division.
- 8.12.6.2 Special Assignments may include but are not limited to Armorer and Transportation Staff, Institutional Investigators, Recruiter, Control Officer, Correctional Emergency Response Team (CERT) and/or Security Squad, and Crisis Intervention Training qualified staff (CIT) or Crisis Negotiations Training.
- 8.12.7 Standby Pay
- 8.12.7.1 An employee is considered to be on Standby Status when they volunteer to be available, on short notice, to work overtime. If an employee is on the standby list and refuses to work when contacted, they may be subject to progressive discipline.
- 8.12.7.2 Standby Pay will be administered in accordance with NAC 284.218.
- 8.12.8 Rural Pay
- 8.12.8.1 Employees grandfathered in to receiving PSAC and/or PRAD pay after 2009 will continue to receive such pay.
- 8.12.9 Uniforms & Equipment
- 8.12.9.1 Uniforms
- 8.12.9.1.1 The Employer will determine and provide uniform items consistent with Department/Division policy. The Employer will determine all uniform pieces and gear that are acceptable.
- 8.12.9.1.2 Employees covered under this Agreement were required to purchase uniforms and equipment will receive a Uniform & Equipment Allowance of two thousand twenty dollars (\$2,020.00) per fiscal year, payable in two equal installments in September and March on checks separate from their pay checks.
- 8.12.9.1.3 If an employee's uniform or clothing is damaged or destroyed in the line of duty, they are entitled to full reimbursement by the state of Nevada per NRS 289.800.
- 8.12.9.2 Equipment

- 8.12.9.2.1 The Employer will determine and provide equipment consistent with Department/Division policy. Employees may choose to purchase additional equipment items that are approved by the Department/Division to be carried on duty.
- 8.12.9.2.2 Personal Protective Equipment that an employee chooses to use to supplement their Employer provided equipment that is damaged in the course and scope of duty rather than through negligence may be reimbursable. The employee may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident. Employees may request reimbursement for damaged personal protective equipment to their Department/Division by submitting a report detailing the incident in which the equipment was damaged by the end of the shift in which the damage occurred. The Department/Division must reimburse the Staff member as per NRS 289.
- 8.12.9.3 Body Armor
 - 8.12.9.3.1 Employees who choose to wear body armor while on duty may do so with approval from the Department/Division. Any body armor chosen to be worn by an employee will comply with any Department/Division policy and will be the employee's responsibility to maintain and replace according to the manufacturer's recommended schedule.
- 8.12.9.4 Retirement Credentials
 - 8.12.9.4.1 As established by the HR 218 – Law Enforcement Officer Safety Act (LEOSA), upon separation or retirement from the Employer, an employee in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service (State of Nevada or otherwise), will be entitled to receive retirement credentials at no cost to the employee.
- 8.12.9.5 Wallet Badges
 - 8.12.9.5.1 As established by HR 218 LEOSA, currently serving Category III Peace Officers are enabled and authorized to carry a concealed weapon. As described in 18 USC 926(b), Peace Officers who carry concealed weapons while off duty are required to have their Department/Division-issued identification and badge in their possession. Qualified officers shall be given the applicable documentation enabling them to order a wallet badge at their own expense.

ARTICLE 9: LEAVE

PART I – PAID LEAVE

9.1 ADMINISTRATIVE LEAVE

- 9.1.1 The Employer has the right to place an employee on paid Administrative Leave.
- 9.1.2 An employee on paid Administrative Leave is required to be available to their supervisor during the listed hours in the notification letter for their leave.

9.2 ANNUAL LEAVE

- 9.2.1 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 a maximum of four hundred eighty (480) hours per calendar year.

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

9.2.3 Accrual

9.2.3.1 For each calendar month of full-time continuous service, an employee is entitled to accrue Annual Leave in accordance with the following:

9.2.3.2 Employees with zero (0) to nine (9) years of full-time continuous service will accrue ten (10) hours of Annual Leave per month.

9.2.3.3 Employees with ten (10) to fourteen (14) years of full-time continuous service will accrue twelve (12) hours of Annual Leave per month.

9.2.3.4 Employees with fifteen (15) or more years of full-time continuous service will accrue fourteen (14) hours of Annual Leave per month.

9.2.3.5 Part-time employees will accrue Annual Leave on a prorated basis for hours worked during a pay period.

9.2.3.6 Employees in an unpaid status, such as LWOP or a leave of absence, will accrue Annual Leave on a pro-rated basis for hours worked during a pay period.

9.2.4 Annual Leave Usage

9.2.4.1 Employees must submit Annual Leave requests in writing using the administrative program utilized by the Appointing Authority. This schedule, which shows availability, will be available for employees to view at all times.

9.2.4.2 Requests for Annual Leave will be approved or denied by the Department or Division as soon as practicable but no later than fifteen (15) calendar days after the request is received. If they are not approved within fifteen (15) calendar days, they will be automatically approved. Employees must immediately notify their supervisor once the Annual Leave request is made. It is the requesting employee's responsibility to ensure their Annual Leave request has been received by their Department or Division. During the month of November, employees will bid for annual leave in order of most seniority for the upcoming calendar year. During the month of November, Lieutenants will bid for annual leave before Sergeants or Forensic Specialist 4's.

9.2.4.3 Employees covered under this Agreement shall have the opportunity to cash out Annual Leave twice per fiscal year, once in November and once in May. Employees may cash out up to forty (40) hours per instance or up to eighty (80) hours either in November or in May, so long as after cash out they have a remaining balance that is greater than or equal to two hundred (200) hours of banked Annual Leave. Cash out of Annual Leave will not occur until after July 1, 2025.

9.2.4.4 Upon separation from State service, 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 at least six (6) months of continuous full-time service.

9.2.4.5 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.

9.2.5 Catastrophic Leave

9.2.5.1 Catastrophic Leave will be administered in accordance with NAC 284.576.

9.2.6 Civil Leave (Jury Duty)

9.2.6.1 An employee who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable. If the employee must serve during a regularly scheduled workday, they will be entitled to their regular hourly rate of pay for their regularly scheduled daily work hours and will be allowed to retain any compensation awarded by the court for jury service.

9.2.6.2 When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the employer will modify the employee's work schedule according to one (1) of the alternative work schedules below:

9.2.7 Working Prior to Jury Duty Reporting Time

9.2.7.1 If the employee is assigned to the graveyard shift and is ordered to appear for jury duty the same day, they will be relieved of duty no less than eight (8) hours prior to their scheduled jury duty appearance time; or,

9.2.8 Working After Jury Duty Reporting Time

9.2.8.1 If the employee is assigned to the graveyard shift and is

9.2.8.2 ordered to appear for jury duty the same day, they will have their reporting time adjusted for the actual time spent serving jury duty. The employee will report late to the next shift the same number of hours spent serving jury duty. The employee will notice the on-duty supervisor of the number of hours needed for the shift adjustment as soon as they are released from their appearance in court.

9.2.8.3 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.

9.2.8.4 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.

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

9.3 INTERVIEW LEAVE

9.3.1 Employees who are scheduled to participate in examinations or interviews for a job with the State may attend during their regularly scheduled work time

9.4 COMPENSATORY TIME

9.4.1 As defined in Article 8, Compensation

9.4.2 Compensatory Time will be administered in accordance with NAC 284.2508.

9.5 HOLIDAYS

9.5.1 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
Juneteenth - Observed Day -- June 19
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

9.5.2 Holiday Compensation Rules

- 9.5.2.1 Employee who work during the twenty-four (24) hours designated as a holiday will be compensated according to the provisions of this Agreement for all hours worked.
- 9.5.2.2 Holiday pay for Graveyard shift employees who either start their shift on a holiday or end their shift on a holiday will be paid for one shift of holiday compensation for their regular work hours per holiday.

9.6 MILITARY LEAVE

- 9.6.1 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment & Reemployment Rights Act (USERRA).
- 9.6.2 Military Leave will be administered in accordance with NRS 281.145, USERRA, and NAC 284.5875

9.7 SICK LEAVE

- 9.7.1 A full-time employee in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.
- 9.7.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.
- 9.7.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.
- 9.7.4 Carry Forward & Transfer
 - 9.7.4.1 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/Division to another, regardless of status, their accrued Sick Leave will be transferred to the new Department/Division for their use.
- 9.7.5 Sick Leave may be used for the following reasons:
 - 9.7.5.1 Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.

- 9.7.5.2 Time away from work to attend personal medical or dental appointments. Time away from work to care for family members. based on the Family & Medical Leave Act (FMLA)
- 9.7.5.3 Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others if such leave is not covered by Administrative Leave or other leave.
- 9.7.6 Sick Leave Reporting, Certification, & Verification
 - 9.7.6.1 Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable.
 - 9.7.6.2 For unexpected Sick Leave, an employee must promptly notify their supervisor on the first day of Sick Leave and each day thereafter unless there is mutual agreement to do otherwise.
 - 9.7.6.3 Employees may only be asked to provide a medical certification from their health care provider if they use more than three (3) consecutive sick days, unless they are returning to work from a non-industrial injury.
- 9.7.7 Non-Industrial Injuries
 - 9.7.7.1 An employee returning to work after any Sick Leave absence involving a non-industrial injury that may affect the employees ability to perform essential functions may be required to provide written 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. Employee will be given sufficient notice for a requirement of documentation prior to returning.
 - 9.7.7.2 If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be subject to disciplinary action. They will not be placed in AWOL status.
- 9.7.8 Sick Leave Call-in for Employees in a Position Requiring Relief
 - 9.7.8.1 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, no later than the start of their shift.
 - 9.7.8.2 If an employee notifies their Supervisor after the start of their shift, they may be asked to provide supporting documentation of the reason why they provided notification after the start of their shift.
 - 9.7.8.3 Employees will not be placed in AWOL status for the time after they call in to work, but may be subject to progressive disciplinary action if they do not provide supporting documentation.
- 9.7.9 Sick Leave Abuse
 - 9.7.9.1 The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.
 - 9.7.9.2 Supervisors are expected to monitor supervisor 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 agreed upon prohibitions.

- 9.7.9.3 When a supervisor suspects Sick Leave abuse, they will notify the supervisor of such suspicions. The supervisor will be given specific reasons for the supervisor's suspicion and may be subject to progressive disciplinary action. Cases of sick leave abuse may be investigated by a member of management, who is not in the employee's immediate chain of command.
- 9.7.9.4 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/Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.
- 9.7.9.5 Employees may be subject to progressive discipline when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave.
- 9.7.9.6 Employees suspected of Sick Leave abuse, will be given a notice with specific reasons for the suspicion and may be subject to progressive disciplinary action.

9.8 UNION LEAVE

- 9.8.1 See Union Rights.

9.9 WORK-RELATED INJURY (WORKERS' COMPENSATION)

- 9.9.1 Workers Compensation shall be administered pursuant to NRS Chapter 616A to 616D, et seq., and NAC 284.5775 and 284.5777.
- 9.9.2 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.
- 9.9.3 An employee who chooses to take paid leave during a period in which they receive TTD compensation will receive full paid leave compensation in addition to any TTD payments, unless they are receiving other benefits compensation equal to full pay. Service Connected Disability or Injury.
- 9.9.4 Return-to-Work
 - 9.9.4.1 The Employer will follow the provisions of State law, and Department or Division policy related to the 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.
 - 9.9.4.2 Employees with a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

9.10 BENEFITS RELATING TO DOMESTIC VIOLENCE

- 9.10.1 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.

- 9.10.2 An employee may use the time away from work related to domestic violence to:
- 9.10.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
 - 9.10.2.2 Obtain counseling or assistance; and/or,
 - 9.10.2.3 Participate in any related court proceedings; and/or,
 - 9.10.2.4 Establish a safety plan.
- 9.10.3 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 such an accommodation would pose an undue hardship on the Department or Division.

9.11 BEREAVEMENT LEAVE

- 9.11.1 Employees are allowed time away from work for up to five (5) working days for Bereavement Leave. Leave for bereavement applies to the family member list as described under the Sick Leave Section of this Article.
- 9.11.2 Employees may use Sick Leave, LWOP, or any eligible accrued leave if they do not have sick leave, during their time away from work for bereavement.
- 9.11.3 In the event an employee needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department or Division.
- 9.11.4 Bereavement Leave shall be used and administered pursuant to NAC 284.562.
- 9.11.5 Bereavement Leave must be used no later than twelve (12) months after the death of the family member for which the Bereavement Leave was requested.

9.12 LEAVE WITHOUT PAY (LWOP)

- 9.12.1 LWOP is approved temporary time away from work in a nonpaid status requested by an employee 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.

9.13 LEAVE OF ABSENCE WITHOUT PAY

- 9.13.1 A leave of absence without pay may be approved for up to one (1) year by a Department or Division for any satisfactory reason. The Human Resources Commission, upon recommendation of the Department/Division, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.
- 9.13.2 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.

9.14 FAMILY & MEDICAL LEAVE

- 9.14.1 Family and medical leave will be used and granted in accordance with the Family and Medical Leave Act of 1993 (FMLA), and any amendments thereto, and the Nevada State Family Leave Act without interpretation.

9.15 MILITARY LEAVE - UNPAID

- 9.15.1 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.
- 9.15.2 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

ARTICLE 10: PERFORMANCE EVALUATION

- 10.1 Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position.
- 10.2 The Employer will evaluate employee work performance according to established work standards and performance elements derived from an employee's position description and shall include the regular and recurring duties assigned to the employee. Employee performance evaluations are conducted pursuant to NAC 284.468 to 284.480.
- 10.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date. Performance ratings are as follows: Exceeds Standards; Meets Standards and Does not Meet Standards. 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 official copies will be placed in the Central Records Personnel File, and copies may be maintained in the Supervisor File and the employee's Department or Division Personnel File for reference.
- 10.4 If an annual performance evaluation is not completed and reviewed with the employee, the employee's performance for that year will be deemed "meets standards."

10.5 COACHING & COUNSELING

- 10.5.1 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.
- 10.5.2 Coaching & Counseling gives supervisors an opportunity to discuss performance elements and standards, expectations, and performance outcomes 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.
- 10.5.3 Coaching & Counseling sessions will only be used to assess and review performance with regard to work standards, performance elements, and performance outcomes and to provide support to employees so that skills and abilities can be aligned with work standards.
- 10.5.4 Coaching & Counseling sessions will be documented in the Supervisor File.

10.6 LETTERS OF INSTRUCTION

- 10.6.1 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.

- 10.6.2 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.
- 10.6.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.
- 10.6.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

10.7 PERFORMANCE IMPROVEMENT PLAN (PIP)

- 10.7.1 If an employee is having documented performance issues or a singular issue is deemed serious enough, a meeting may be held between the Department or Division supervisor and the employee. A plan should include a clear identification of the issue(s) and outline performance and/or conduct goals, that are measurable and attainable.
- 10.7.2 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 Department or Division Personnel File.
- 10.7.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

10.8 PERFORMANCE EVALUATION REVIEW

- 10.8.1 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 immediate supervisor within ten (10) working days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. If the reviewing Officer is not the Appointing Authority, the Reviewing Officer must submit to the Appointing Authority a recommendation to uphold or modify the report on performance. The Appointing Authority shall review the recommendation of the Reviewing Officer regarding the contested report on performance and render a final decision to the employee within ten (10) working days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Grievance Procedure.

ARTICLE 11: RECORDS MANAGEMENT

- 11.1 The Employer has the authority to maintain secure files on each employee.
- 11.2 An employee may examine their own file(s) by contacting their Department or Division Human Resources Office for their Department or Division file(s) and/or the appropriate Central Records Unit for their central records file.

- 11.3 The Employer will provide access to the file(s) as soon as possible but not more than ten (10) working days from the date of the request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.
- 11.4 Written authorization from the employee is required before any representative of the employee will be granted access to the employee's 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, and the responses shall be included at the employee's request.
- 11.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the DHRM Central Records website.

11.6 FILE TYPES

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

- 11.6.1.1 Medical File

- 11.6.1.1.1 A separate and confidential file maintained by the employee's Department or Division in accordance with Federal and State laws.

- 11.6.1.2 Payroll File

- 11.6.1.2.1 A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.

- 11.6.2 Personnel Files

- 11.6.2.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit.

- 11.6.2.2 One (1) official Personnel File may also be maintained by the employees' Department or Division Human Resources Office.

- 11.6.2.3 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. They 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.

- 11.6.3 Supervisor File

- 11.6.3.1 Each first line supervisor may 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). Employees may request to review the Supervisor File and make copies of any documentation contained therein.

- 11.6.3.2 Supervisor Files will be maintained in a secure location and are confidential to the extent allowed or required by law.

- 11.6.4 Training File

- 11.6.4.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of or review their training record at any appropriate time. The Employer will provide either a hard copy or electronic access to the employee's training record. If an employee provides documentation to the Employer of completed work-related training, it will be recorded in the training record maintained in the employee's Training File. Employees may receive a copy of their training file or review their training file at any appropriate time.

11.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

- 11.7.1 A Letter of Instruction or a Performance Card is not considered part of the progressive discipline process. A Letter of Instruction or Performance Card will be considered for the purposes of evaluating whether disciplinary action is warranted for no longer than twelve (12) months from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction or Performance Card. Letters of Instruction and Performance Cards will therefore be removed upon request after twelve (12) months with no similar violations.
- 11.7.2 A Documented Verbal Warning will be considered for the purposes of evaluating further disciplinary action for no longer than twelve (12) months from the date of issuance, unless further discipline results from similar violations. Documented Verbal Warnings will therefore be removed upon request after twelve months (12) with no similar violations.
- 11.7.3 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations. Written Reprimands will therefore be removed upon request after twenty-four (24) months with no similar violations.
- 11.7.4 Suspensions of one (1) day to ten (10) days may be considered no longer than three (3) years from the date of issuance, so long as the employee has not committed further violations of a similar nature. Suspensions of one (1) day to ten (10) days will therefore be removed upon request after three (3) years with no similar violations.
- 11.7.5 Suspensions of eleven (11) to thirty (30) days or demotions may not be considered for purposes of evaluating further disciplinary action no later than five (5) years, so long as the employee has not committed further violations of a similar nature. Suspensions of eleven (11) to thirty (30) days or demotions shall be removed upon request after five (5) years with no similar violations.
- 11.7.6 Suspensions of any length, and demotions related to unlawful discrimination or harassment shall be considered for the purposes of evaluating further disciplinary action in all cases.

11.8 CONFIDENTIALITY

- 11.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for disclosure in accordance with Federal and State law.
- 11.8.2 Documents may be removed from an employee's Personnel Files as part of a grievance settlement agreement or arbitration award. When documents are removed from an employee's Personnel Files pursuant to this Article, they shall not be considered in connection with any future personnel action involving the affected employee.

11.9 PUBLIC RECORDS

- 11.9.1 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 appropriate Human Resources Office upon receipt of a written request. Pursuant to NRS 289.025, a Peace Officer's photograph and home address are confidential with certain exceptions. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the Internal Revenue Service. For the purposes of public inspection, the roster may exclude information deemed confidential related to employees in law enforcement Classifications.

ARTICLE 12: DISCIPLINE

- 12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline an employee without Just Cause as defined in this Agreement.
- 12.2 The State recognizes the rights of Peace Officers under Chapter NRS 289.
- 12.3 Employees are required to comply with all applicable federal, State, Department or Division rules, regulations, policies, and established prohibitions. Failure to comply may result in employee discipline.
- 12.3.1 When discipline is necessary, a progressive disciplinary model will be used.
- 12.3.2 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.
- 12.3.3 An employee serving a Trial Service Period, shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

12.4 PROGRESSIVE DISCIPLINE

- 12.4.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
- 12.4.1.1 Documented Verbal Warning
 - 12.4.1.2 Written Reprimand
 - 12.4.1.3 Suspension Without Pay
 - 12.4.1.4 Demotion.
 - 12.4.1.5 Dismissal (Termination) from State service.
- 12.4.2 It is agreed that consistent with the principles of Just Cause, as defined in this Agreement, the Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, consistent with principles of Just Cause, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.
- 12.4.3 Off-duty conduct will not be subject to discipline without showing a real and substantial nexus to the workplace.

12.5 LAST CHANCE AGREEMENT (LCA)

- 12.5.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.
- 12.5.2 In the event an employee continues to have documented disciplinary issues after being subject to corrective action and progressive discipline, the Appointing Authority, or their designee, may at their sole discretion, elect to enter into an LCA for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.
 - 12.5.2.1 An LCA shall specifically identify any and all action or reasonably related conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.
 - 12.5.2.2 A copy of the executed, signed, and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File, the employee's Department or Division Personnel File, and will be forwarded to the appropriate Central Records Unit.
 - 12.5.2.3 In the event the Appointing Authority, their designee, determines the LCA has been violated, an employee may still avail themselves of Grievance Procedure, beginning at Step 4 – Arbitration. However, the grievance is limited to the issue of whether or not the employee violated the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

12.6 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

- 12.6.1 The Employer may discipline an employee for reasons related to their performance.
- 12.6.2 Disciplinary action for performance-related reasons may be imposed subsequent to repeated and documented failure on the part of the employee to improve within a reasonable period of being made aware of specific deficiencies.

12.7 INVESTIGATIONS

- 12.7.1 The Employer has the authority to conduct an administrative investigation into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.
 - 12.7.1.1 All criminal convictions or guilty pleas are subject to a new administrative investigation.
- 12.7.2 If an employee receives a Reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.
- 12.7.3 No member of the bargaining unit shall be permitted to conduct any administrative investigation of another member of the bargaining unit. Administrative investigations of members of the bargaining unit will be supervised and conducted by Peace Officers.

- 12.7.3.1 A Lieutenant from another DHHS facility may conduct administrative investigations on other Peace Officers in the Department.
- 12.7.4 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025). A Peace Officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.
- 12.7.5 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.
- 12.7.6 No employee will be questioned without being given the protections of Garrity. Prior to any interrogation or investigatory interview, the employee and their representative(s) shall be afforded an opportunity to review the incident report(s), initial reports related to the incident, and all video, photographic, and/or audio evidence of the incident in the possession of the investigator. Witness names and identifying information may be redacted from the incident report(s).
- 12.7.7 Employees have a statutory right to engage in concerted activity, and employees under investigation and witness employees will not be given any active investigation or confidentiality admonishments other than the following which is agreed upon by the parties:
- 12.7.7.1 You are hereby directed not to contact any employees, unless they are persons with designated Departmental authority, involved in this administrative investigation for purposes of discussing anticipated testimony or otherwise improperly influencing another's testimony until the conclusion of the investigation. Designated Departmental authority includes anyone assigned to investigate the allegations or adjudicate the case, including their chain of command, and the employee's representative(s) of choice, as allowed by NRS 289.080.
- 12.7.8 An administrative investigation that could lead to disciplinary action against the alleged employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41, Specificity of Charges, form within one hundred twenty (120) calendar days after the employee's initial investigatory interview. The hundred and twenty (120) day period shall be tolled by the number of days the employee is out on FMLA or deployed with the military.

12.8 ADJUDICATION OF ALLEGATIONS

- 12.8.1 Adjudications are based upon a review of the completed investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation.
- 12.8.2 The Department Director, or their designee, will make a finding, consistent with the Just Cause standard, for each allegation and that finding should fall into one of the following categories of disposition:
- 12.8.2.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.
- 12.8.2.2 Not Sustained - Investigation produced insufficient evidence or information to clearly prove or disprove the alleged act. This category is justified when there is a lack of witnesses or other lack of objective and persuasive proof.
- 12.8.2.3 Exonerated - The conduct or act occurred but was justified, legal and proper.

12.8.2.4 Unfounded - The alleged act did not occur.

12.8.2.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.

12.8.3 If no disciplinary action is to be taken, the employee will be noticed that the investigation is complete, and no disciplinary action will be imposed.

12.9 PRE-DISCIPLINARY HEARING

12.9.1 If, following an investigation, an Appointing Authority, or their designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing before the proposed action must be followed.

12.9.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Hearing must be scheduled to take place not earlier than seven (7) business days after the HR-41 is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular working day for the employee. The Pre-Disciplinary Hearing shall be scheduled or re-scheduled as reasonably necessary so as to permit the employee to have their representative(s) present.

12.9.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted, or dismissed from service 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.

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

12.9.5 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may review the investigative file pursuant to NRS 289.057(3)(a) and submit a response. The Department/Division must consider any such response before punitive action is imposed against the employee.

12.9.6 The employee may request Administrative Leave with pay for up to sixteen (16) hours to prepare for a Pre-Disciplinary Hearing regarding a suspension, demotion, or dismissal from service.

12.9.7 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend. The employee may respond both verbally and in writing at the Pre-Disciplinary Hearing.

12.9.8 The employee must be given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their 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.

12.10 GRIEVANCES OF DISCIPLINARY ACTION

12.10.1 Within ten (10) business days, an employee may file a grievance relative to disciplinary action under the Grievance Procedure or file an appeal in accordance with NRS 284.390.

12.10.2 Once an employee has properly filed a grievance under the Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 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.
- 13.2 A Grievance is defined as any dispute that arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement including but not limited to:
 - 13.2.1 Compensation;
 - 13.2.2 Working hours;
 - 13.2.3 Working conditions;
 - 13.2.4 Union membership;
 - 13.2.5 The administration and interpretation of this Agreement;
 - 13.2.6 The applicability of any provision of NAC Chapter 284.
 - 13.2.7 The inconsistent application of policies or procedures relating to the employee's employment;
 - 13.2.8 The imposition of discipline; or
 - 13.2.9 Other adverse employment actions.
- 13.3 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:
 - 13.3.1 Allegations of discrimination or sexual harassment.
 - 13.3.2 A change in classification or the allocation of positions (NRS 284.165)
 - 13.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
 - 13.3.4 A denial of Catastrophic Leave (NRS 284.3629)
 - 13.3.5 Reprisal or retaliatory action against a State Officer or employee who discloses improper governmental action (NRS 281.641)
- 13.4 Informal resolution of disputes is encouraged before the parties' resort to the formal grievance procedure.
- 13.5 Employees within bargaining unit "N" have the right to present grievances to the Executive Department at any time and to have those grievances adjusted without the intervention of the exclusive representative if:
 - 13.5.1 The exclusive representative is given an opportunity to be present at any meetings or hearings related to the adjustment of the grievance and provided a copy of the adjustment of the grievance; and,
 - 13.5.2 The adjustment of the grievance is not inconsistent with the provisions of this CBA or any supplemental bargaining agreement then in effect.

- 13.6 Except in the case of disciplinary actions, grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within ten (10) business days after the effective date of the discipline at the step set forth in Article 12, Discipline.

13.7 FILING AND PROCESSING A GRIEVANCE

- 13.7.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below. If the employee or their representative does not have access to the Employer's electronic grievance reporting system, a grievance may be filed in writing to the LRU.

- 13.7.2 The LRU will provide the Union with a list of unresolved grievances filed in the reporting system weekly. The Union may request copies of any grievance and responses filed by an employee from the LRU.

13.7.3 Non-Disciplinary Grievances

13.7.3.1 Step 1 – Supervisor (Associate Warden or DHHS equivalent)

- 13.7.3.1.1 Step 1 of the grievance process is the attempt by the grievant and their representative, if any, and the supervisor of the grievant to resolve the dispute. The supervisor will attempt to meet or confer with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, unless the grievant and supervisor agree to an extension.

13.7.3.2 Step 2 - Warden or Division Administrator

- 13.7.3.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may present the grievance to the Warden or Division Administrator within ten (10) business days from the date of the written response from the supervisor. The Warden or Division Administrator may designate an Associate Warden or Deputy Division Administrator to respond on their behalf.

- 13.7.3.2.2 The Warden, Division Administrator, or their designee will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, absent extenuating circumstances.

13.7.3.3 Step 3 - Department Director

- 13.7.3.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may present the written grievance to the Department Director within ten (10) business days from the date of the written response from the Warden or Division Administrator or their designee. The Department Director may designate a Deputy Department Director to respond on their behalf.

- 13.7.3.3.2 The Department Director or their designee, will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance.

13.7.3.4 Step 4 - Arbitration

- 13.7.3.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director their designee.
- 13.7.3.4.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.
- 13.7.3.4.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.
- 13.7.3.5 Disciplinary Grievances
 - 13.7.3.5.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1-Supervisor level.
 - 13.7.3.5.2 Grievances of Written Reprimands will be filed at the Step 2 - Warden level.
 - 13.7.3.5.3 Grievances of a suspension, demotion or termination shall be filed at the Step 4- Arbitration.
 - 13.7.3.5.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

13.8 ARBITRATION PROCEDURE

- 13.8.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.
- 13.8.2 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The arbitrators award shall be in writing, and shall be final and binding.
- 13.8.3 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties except as in Article 13, Grievance Procedure. However, 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 expenses.

- 13.8.4 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case or an appeal under NRS 284, 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.
- 13.8.5 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.
- 13.8.6 Failure to Meet Timelines
- 13.8.6.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.
- 13.8.6.2 Failure by the Employer to comply with the timelines in this Article will entitle the grievant or their representative, if any, to move the grievance to the next step of the grievance procedure in this Agreement.
- 13.8.7 Expedited Arbitration Procedure
- 13.8.7.1 In the event both the Employer and the employee or their representative, if any, agree this expedited arbitration procedure may be utilized.
- 13.8.7.2 The expedited arbitration will be used for any arbitration involving a Written Reprimand or lower levels of disciplinary or corrective action.
- 13.8.7.3 Expedited arbitration shall be limited to one day.
- 13.8.7.4 Each side will have an equal amount of time to present their case, but such time shall be limited such that the arbitrator has an opportunity to deliberate and reach a decision that day.
- 13.8.7.5 There shall be no post hearing briefs.
- 13.8.7.6 The arbitrator will announce their opinion orally that day.
- 13.8.7.7 Thereafter, the opinion will be reduced to a brief writing agreed upon by the parties and signed by the arbitrator. Expedited arbitration decisions shall not constitute, nor be used as, bargaining unit precedent.
- 13.8.8 Miscellaneous
- 13.8.8.1 Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.
- 13.8.8.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of both parties.
- 13.8.8.3 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

ARTICLE 14: UNION/MANAGEMENT DISPUTE RESOLUTION

- 14.1 It is the intent of this Article to provide a process by which the Union and the Employer communicate, make formal requests, or resolve any disputes as to the application or interpretation of this Agreement.

14.2 THE EXECUTIVE DEPARTMENT

- 14.2.1 The State of Nevada, also referred to as the "Employer" or the "State," has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with all certified units on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under NRS Chapter 288. As the employees covered by this Agreement span multiple Departments and Divisions, no single Department or Division has the authority to engage on collective bargaining matters absent the involvement and/or approval of the LRU.

14.3 THE UNION

- 14.3.1 Unit N has designated the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21, as their exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit N under NRS Chapter 288.

14.4 DISPUTE RESOLUTION

- 14.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to:
- 14.4.1.1 Employer: to LRU at laborrelations@admin.nv.gov; or
- 14.4.1.2 Union: to FOP, at lunkwitzfop21@yahoo.com.
- 14.4.2 The Employer and the Union agree that the Union is not precluded from communicating directly with Departments or Divisions to foster and support Union/Management relations. However, any such communications are not to be considered formal collective bargaining communications for the purposes of this agreement.

14.5 UNION GRIEVANCES

- 14.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties.
- 14.5.2 The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of a provision(s) of this Agreement prior to the filing of any formal complaints with an administrative or judicial body, such as the EMRB or a Court.
- 14.5.3 In the event the Employer and the Union cannot, through meeting and conferring, resolve an issue with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure of this Agreement outlined in Section 13.8.
- 14.5.4 A copy of any grievance filed with the LRU shall be submitted to the Department or Division within which the grievance originated, if any.

14.6 SUCCESSOR CLAUSE

- 14.6.1 A Union grievance(s) filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

ARTICLE 15: UNION RIGHTS

15.1 RIGHT TO UNION MEMBERSHIP

- 15.1.1 Employees have the right to become a member of the Union.
- 15.1.2 It is the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status. There shall be no discrimination against an employee's lawful participation or non-participation in union activities.

15.2 RIGHT TO UNION REPRESENTATION

- 15.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.
- 15.2.2 The right to Union representation does not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching or counseling, issuing Performance Cards, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

15.3 ACCESS FOR UNION REPRESENTATIVES

- 15.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, and attending grievance hearings and conferences.
- 15.3.2 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least three (3) business days prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.
- 15.3.3 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 needs or operations or is in conflict with any Department or Division policy.
- 15.3.4 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

15.4 BULLETIN BOARDS

- 15.4.1 The Employer will provide space on bulletin boards for Union communication.
- 15.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.

- 15.4.3 The website www.fopncol21.com, and any associated websites such as www.fop.net, will be accessible on State-owned computers.
- 15.4.4 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.
- 15.4.5 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.
- 15.4.6 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 15.4.7 Union communications will not be posted in any other location on Department or Division premises.
- 15.4.8 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

15.5 USE OF STATE FACILITIES & EQUIPMENT

15.5.1 Meeting Space & Facilities

- 15.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and prior written authorization of the Employer.
- 15.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

15.5.2 Supplies & Equipment

- 15.5.2.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of a telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.

15.5.3 Email, Fax Machines, the Internet, & Intranets

- 15.5.3.1 Employees may use State-operated email to request Union representation.
- 15.5.3.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:
 - 15.5.3.2.1 Result in little or no cost to the Employer;
 - 15.5.3.2.2 Be brief in duration and seldom in frequency;
 - 15.5.3.2.3 Not interfere with the performance of their official duties;
 - 15.5.3.2.4 Not distract from the conducting of State business;
 - 15.5.3.2.5 Not disrupt other State employees;
 - 15.5.3.2.6 Not obligate receiving employees to make a personal use of State resources;
 - 15.5.3.2.7 Not compromise the security or integrity of State information or software, and;

- 15.5.3.2.8 Not include general communication and/or solicitation with employees.
- 15.5.3.3 The Union and its Stewards 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 or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

15.6 UNION STEWARDS

- 15.6.1 Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as Stewards and the names of Union Representatives who may represent employees shall be submitted in writing to the DHRM Labor Relations Unit (LRU) by the Union. The Employer will not recognize an employee as a Union Steward if their name is not on this notice.
- 15.6.2 The Union shall notify the DHRM LRU of any changes within twenty (20) business days.
- 15.6.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not interfere with the performance of their official duties and will not be unreasonably denied.
- 15.6.4 Representational duties will be coded to Union Leave on the Union Steward's timecard.

15.7 TIME AWAY FROM WORK FOR UNION ACTIVITIES

- 15.7.1 Union members may be allowed to access Union Leave, or Leave Without Pay, to attend Union-sponsored meetings, training sessions, conferences, and conventions, as well as representative duties. Time away from work for these activities must be approved in advance and in writing by their Department or Division.
- 15.7.2 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.
- 15.7.3 The Union will provide the Department or Division and the DHRM Administrator, or designee, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but not less than fourteen (14) calendar days prior to the activity.
- 15.7.4 Effective July 1, 2025, and every July 1 thereafter, the Union will have a pool of one thousand (1,000) hours per fiscal year to draw from for Union Leave. The pool of hours does not roll over from fiscal year to fiscal year.
- 15.7.5 The Union will provide training to current Union Stewards within the bargaining unit. The Employer will provide eighty (80) hours of release time for Union Steward training. The training will be considered time worked for those Union Stewards who attend the training during their scheduled work shift. Union Stewards who attend the training during their non-work hours will not be compensated. Scheduling for Union Steward training must not cause an undue hardship on the staffing of the Facilities. Union Stewards who attend training will have their shift hours adjusted as necessary.

15.8 UNION LEAVE

- 15.8.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.
- 15.8.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.
- 15.8.3 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.
- 15.8.4 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.
- 15.8.5 Union Representatives, Union Stewards, or other Union-designated employees covered under this Agreement shall have the opportunity to attend formal new employee orientation sessions conducted by the Employer for thirty (30) minutes to introduce new employees to the Union. The Employer will provide as much notice of the formal new employee orientation sessions as is practicable.
- 15.8.6 In the event the Employer does not hold a formal orientation within thirty (30) calendar days of the initial employment of an employee, the Union shall be provided with the name of new employee(s) in job classifications covered under this Agreement and their duty location. The Union shall have an opportunity to meet with the employee(s) for thirty (30) minutes during the workday to introduce the employee(s) to the Union, subject to approval by the Department or Division and shall not interfere with the operational needs of the Department or Division.
- 15.8.7 The Employer will provide access to Union materials to new employees.

15.9 INDEMNIFICATION

- 15.9.1 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.

ARTICLE 16: UNION FEES

16.1 NOTIFICATION TO EMPLOYEES

- 16.1.1 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.
- 16.1.2 The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

16.2 UNION FEES DEDUCTIONS

- 16.2.1 Deductions for Union Fees are strictly voluntary.
- 16.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet.
- 16.2.3 The Union will provide the designated pay center for the employee's Department or Division with the percentage and/or maximum dues amount to be deducted from the employee's paycheck.
- 16.2.4 Within thirty (30) working days of receipt of the completed and signed membership forms sent by the Union to the Employer, the Employer will deduct from the employee's paycheck an amount equal to the fees required to be a member of the Union.
- 16.2.5 If there is any change in the amount to be deducted for Union Fees as voted on by FOP Nevada, C.O., Lodge 21, members, the Union will notify the Employer within thirty (30) working days.
- 16.2.6 In the event an employee disputes or contests payroll deductions for Union Fees, the Employer will notify the Union via email to whittakerfop21@yahoo.com of such disputes prior to taking any action. The Union will respond as soon as practicable but no later than within seven (7) working days.
- 16.2.7 Should the Union not provide proof of membership within seven (7) working days, the State will cease Union Fees deductions as soon as practicable. The Union Fees owed during the period of non-deduction must be settled exclusively between the Union and the employee.

16.3 STATUS REPORTS

- 16.3.1 Union Fees
 - 16.3.1.1 The Employer will provide the Union a report in electronic format each month detailing the Union Fees remittance containing the following information for employees that have Union Fees deducted from their paycheck:
 - 16.3.1.1.1 Employee name.
 - 16.3.1.1.2 Employee job title.
 - 16.3.1.1.3 Department and Division.
 - 16.3.1.1.4 Official duty station or work site.
 - 16.3.1.1.5 Work phone number.
 - 16.3.1.1.6 Work email address.
 - 16.3.1.1.7 Date of hire.
 - 16.3.1.1.8 Pay grade.
 - 16.3.1.1.9 Pay step.
 - 16.3.1.1.10 Seniority date.
 - 16.3.1.1.11 Separation date.
- 16.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 16.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

16.4 REVOCATION

- 16.4.1 An employee may revoke their authorization for payroll deduction of Union Fees deductions by written request to the Union in accordance with the terms and conditions of their signed membership deduction paperwork.
- 16.4.2 The Union will notify the LRU within thirty (30) days of all revocations.
- 16.4.3 Upon receipt by the Employer of notification 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 receipt of the revocation notice.

16.5 INDEMNIFICATION

- 16.5.1 The Union shall indemnify, hold harmless, and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, regarding payroll deductions for Union Fees, or arising out of any breach of the obligations of the Union, or any alleged negligent or willful acts or omissions of the Union, its Officers, employees, and agents. The Union's obligation to indemnify the State shall apply in all cases. The Union waives any rights of subrogation against the State. The Union's duty to defend begins when the State requests defense of any claim arising from this provision.
- 16.5.2 The State agrees not to honor any check-off authorizations or Union Fees deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

16.6 BARGAINING UNIT INFORMATION

- 16.6.1 The Union may request information in accordance with NRS 288.500(6) for bargaining unit employees including data that is maintained in the ordinary course of business. The Employer shall provide a response to the Union within thirty (30) calendar days. Information provided in response to the Union's request will include the following for any employee in a job classification covered under this Agreement:
 - 16.6.1.1 Name
 - 16.6.1.2 Date of Hire
 - 16.6.1.3 Department
 - 16.6.1.4 Work Location
 - 16.6.1.5 Job Classification
 - 16.6.1.6 Pay Rate
 - 16.6.1.7 Pay Grade and Step
 - 16.6.1.8 Phone Number (both home and cell)
 - 16.6.1.9 Personal and Work Email
 - 16.6.1.10 Work Telephone Number
 - 16.6.1.11 Status as of the most recent pay period
 - 16.6.1.12 Continuous State Service
- 16.6.2 The above information will be provided in electronic form.

ARTICLE 17: SAFETY AND HEALTH

17.1 GENERAL PROVISIONS

- 17.1.1 The Employer and the Union agree that safety is an integral part of the responsibilities of every manager, supervisor, and employee and that the Employer, employees, and the Union through the Safety Committee, 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, supervisors, and managers shall comply with all safety rules, regulations, and practices as may be prescribed in order to provide safe working conditions.
- 17.1.2 Employees and the Employer are expected to comply with all established safety and health practices and standards.
- 17.1.3 Employees and the Employer 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.
- 17.1.4 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), and for the Nevada Peace Officer Standards & Training (POST) for Category III Peace Officer, to include the following:
 - 17.1.4.1 Providing safe and healthy working conditions and practices;
 - 17.1.4.2 If conducive to the work being performed, providing a clean and safe area for employee meal breaks and rest periods;
 - 17.1.4.3 Providing appropriate health and safety training;
 - 17.1.4.4 Providing employees with adequate information on communicable diseases, infestations or hazards when the Employer reasonably should have known about those communicable diseases, infestations or hazards to which employees may have routine exposure; and
 - 17.1.4.5 Maintaining State-owned fleet vehicles and equipment.
- 17.1.5 The Employer may direct employees to use leave in accordance with Article 9, Leave, Sick Leave, when they self-report a contagious health condition.
- 17.1.6 The Employer may direct employees to use Administrative Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow employees to seek appropriate testing and treatment.

17.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 17.2.1 The Employer will provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients in accordance with safety standards established by the OSHA, and NOSHA.
- 17.2.2 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 as required by Federal, State, and local guidelines including OSHA, and NOSHA standards. Employees will abide by all requirements set forth by the Employer for using safety devices, PPE, and safety apparel provided for their safety.

- 17.2.3 The Employer will follow its policies and procedures regarding safety and POST academy training for all employees.
- 17.2.4 The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, and the Employer's Risk Management Division requirements.

17.3 SAFETY COMMITTEES

- 17.3.1 Safety Committees are intended to provide a safe working environment and are a forum for the Employer, employees, and the Union to communicate and facilitate the development and active maintenance of solutions to address issues that arise relative to the safety of the working environment.
- 17.3.2 Safety Committees will be made up of representatives from the Employer, employees, and the Union. The Union will be responsible for appointing representatives from their certified units to each Department or Division committee. If the Union fails to appoint a Safety Committee member, the Safety Committee can operate without a Union member.
- 17.3.3 Employees appointed to a Safety Committee will be required to obtain written approval from their supervisor for attendance at such meetings. Such requests shall not be unreasonably denied.
- 17.3.4 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.
- 17.3.5 Safety Committees are responsible for producing a report of their meetings and submitting them to the Risk Management Division.
- 17.3.6 Safety Committee members are responsible for assisting management in the improvement of safety and health in the workplace by:
 - 17.3.6.1 Identifying safety issues and making recommendations to improve safety;
 - 17.3.6.2 Promoting and communicating safety awareness among employees;
 - 17.3.6.3 Conducting and/or reviewing safety inspections at their work locations;
 - 17.3.6.4 Reviewing accident and injury reports;
 - 17.3.6.5 Reviewing work practices;
 - 17.3.6.6 Planning safety activities for their Department or Division;
 - 17.3.6.7 Conducting other activities as outlined in their Department or Division Safety Plan; and,
 - 17.3.6.8 Identifying possible safety training needs within their Department or Division.
- 17.3.7 Safety Committee recommendations will be forwarded to the appropriate Department Director, or designee, and to the Risk Management Division, for review and action, as necessary. The Department Director, or designee, will report follow-up actions or information to the Safety Committee.

17.4 ERGONOMIC ASSESSMENTS

- 17.4.1 At the request of the employee, the employee's Department or Division will ensure that an ergonomic assessment of their workstation is completed. Solutions to identify issues/concerns will be implemented within available resources.

17.5 ANNUAL PHYSICAL EXAMINATIONS

- 17.5.1 Employees in these job classifications are required to attend an annual physical appointment pursuant to NRS 617. Annual physicals will be scheduled during working hours. Employees are responsible for compliance with any orders given to them by the certified occupational health physician conducting the annual physical.

17.6 AIR & WATER QUALITY ASSESSMENTS

- 17.6.1 Air and water quality concerns regarding specific work locations will be brought to the appropriate authority. Concerns will be evaluated, and any mitigation actions deemed necessary will be reported to the Union and affected employees.

17.7 EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 17.7.1 The DHRM is responsible for implementation of 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.

17.8 CRITICAL INCIDENT STRESS DEBRIEFING

- 17.8.1 In the event a worksite is impacted by a critical incident, the Employer will provide the impacted employees with 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.
- 17.8.2 CISD response will be offered as soon as practicable after an incident.

17.9 WORKPLACE VIOLENCE

- 17.9.1 The Employer and the Union agree that the personal safety and health of each employee is of primary importance. To help achieve a safe workplace the Employer and Union agree that all employees will report all incidents of direct or indirect threats of violence or actual violent events to a supervisor. Threats of aggression, homicide, or suicide by a specific person (e.g., clients, patients, co-workers, or members of the public) that do not occur during the normal course and scope of their job duties, will be reported to a supervisor or the appropriate Human Resources Office.
- 17.9.2 Additionally, employees must immediately report restraining orders granted against them, or restraining orders filed by the employee. Any report of a direct or indirect threat and/or actual 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. All incidents will be immediately investigated, and appropriate action taken, if warranted.
- 17.9.3 Active threat awareness and preparedness training is made available to all employees through the Risk Management Division's safety training program.

17.10 FIREARMS

- 17.10.1 No Correctional Sergeant or Lieutenant employed by NDOC shall be required to travel or appear in public on duty, in uniform, without the ability to check out a firearm at their Facility.

ARTICLE 18: ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE

18.1 The Employer has a zero-tolerance policy for employees who consume alcohol or non-prescribed drugs while on duty, report to work in an impaired condition, or unlawfully possess drugs while on duty, at a work site, or on the Employer's property.

18.2 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with Federal and State law.

18.3 EMPLOYEE ASSISTANCE PROGRAM

18.3.1 The Employer offers an EAP to all employees. The DHRM is responsible for the administration of the EAP.

18.3.2 An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP

18.3.3 An employee who elects to participate in the EAP program or to engage in treatment by a mental health professional, may request Administrative Leave with Pay for up to three (3) days to attend EAP appointments and/or traumatic incident related treatment.

18.4 TOBACCO-FREE WORKPLACE

18.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).

18.4.2 Use of any type of tobacco on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

18.4.3 Employees who wish to receive resources on smoking and tobacco cessation should visit www.nevadatobaccoquitline.com.

ARTICLE 19: REASONABLE ACCOMMODATION

19.1 The Employer and the Union will comply with Americans with Disability Act of 1990 and ADA Amendments Act of 2009 (ADAAA) and all other relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

19.2 If an employee appeals their reasonable accommodation, the employee may have a Union Representative present during any appeals meeting. All medical information disclosed during this process will be kept confidential by the Employer and any Union Representative.

ARTICLE 20: WORKPLACE ENVIRONMENT

20.1 The Employer and the Union agree that employees should create and work in an 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 furthers the Employer's business operations and needs.

20.2 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.

20.3 APPEARANCE

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

20.4 SECONDARY EMPLOYMENT

- 20.4.1 Secondary Employment will be administered in accordance with the Nevada State Administrative Manual 0323.
- 20.4.2 Any employee with secondary employment must complete a Secondary Employment Disclosure form and submit it for approval by the Director. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within 30 days of acceptance and must renew the Disclosure by July 1st of each year. The Director must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file.
- 20.4.3 Secondary employment includes but is not limited to contracts with the State, work with temporary employment agencies and provider agreement.

ARTICLE 21: DISCLOSURE OF IMPROPER GOVERNMENTAL ACTION

- 21.1 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:
 - 21.1.1 In violation of any State law or regulation;
 - 21.1.2 An abuse of authority;
 - 21.1.3 Of substantial and specific danger to the public health or safety, or;
 - 21.1.4 A gross waste of public money.
- 21.2 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.
- 21.3 The Employer takes the disclosure of improper governmental action seriously. If a disclosing employee feels they have experienced any retaliatory action or reprisal because of such a disclosure, the employee must submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of "Whistleblower" Retaliation form.

21.4 FRAUD HOTLINE

- 21.4.1 The Fraud Hotline is an established hotline number that allows employees to report inappropriate use of State or federal funds by calling the Fraud Hotline at (775) 687-0150.
- 21.4.2 The Employer must post the Fraud Hotline number in conspicuous places in each public building of its Departments and Divisions.

ARTICLE 22: POLITICAL ACTIVITY

- 22.1 Employees may engage in political activity that is not prohibited by State law. Employees may vote as they choose and express their political opinions on any or all subjects without recourse, except that no employee may:
- 22.1.1 Directly or indirectly solicit, receive, or be in any manner concerned in soliciting or receiving, any assessment, subscription, monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department or Division and who is a subordinate of the solicitor;
 - 22.1.2 Engage in political activity during working hours to improve the chances of a political party or a person seeking office, and;
 - 22.1.3 Engage at any time in political activity in order to secure a preference for a promotion, transfer, or increase in pay.
- 22.2 Employees whose positions are funded through federal grants, contracts or other federal funds are subject to the Hatch Act which prohibits certain types of political activity.
- 22.3 No bargaining unit member will be required to participate in political activity of any nature. No bargaining unit member will be required to be present at any political meeting or event, either on or off duty.

ARTICLE 23: STRIKES

- 23.1 No employee covered by this Agreement shall, in concert with any other person, engage in any strike, stoppage or refusal in the course of employment to perform their assigned duties, withhold, curtail, or restrict their services, or encourage others to do so, or be absent from work upon any pretext or excuse such as illness, which is not founded in fact, or participate in any other intentional interruption of the operations of the State regardless of the reason for so doing. If an employee violates this provision, the Employer may take such action as it may deem appropriate, and which is allowed under the law.

ARTICLE 24: ENTIRE AGREEMENT

- 24.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.
- 24.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.
- 24.3 The parties acknowledge that during the negotiation 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.

ARTICLE 25: SAVINGS CLAUSE

- 25.1 This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree to meet within thirty (30) days and negotiate such parts of provisions affected.

ARTICLE 26: APPROPRIATIONS AND LEGISLATION

- 26.1 The Parties recognize that certain provisions of this Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations pursuant to NRS 288.560(2)(a).
- 26.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.
- 26.3 The Parties recognize this Agreement governs over any and all applicable legislation approved during the 2023 and 2025 Legislative Sessions regarding compensation and benefits unless otherwise specified in this Agreement.

ARTICLE 27: DISTRIBUTION OF AGREEMENT

- 27.1 The Employer will post the Agreement and any supplemental documentation or updates on the DHRM LRU's Internet page by the effective date of the Agreement.
- 27.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.
- 27.3 The Employer will provide copies of this Agreement necessary to meet any reasonable accommodation, including Braille and large-print copies.

ARTICLE 28: TERM OF AGREEMENT

- 28.1 All provisions of this Agreement will become effective upon the approval of the Board of Examiners and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.
- 28.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS 288.565.

IN WITNESS WHEREOF, the parties have executed and delivered this Collective Bargaining Agreement as of the effective date of July 1, 2025.

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:



BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM



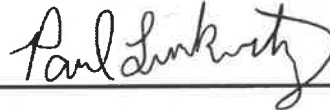
JOSH REID
Special Counsel – Labor Relations

For the Union:



Chief Negotiator

APPROVED AS TO FORM



APPENDIX A

Bargaining Units represented by the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21

PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, THE SALARY SCHEDULES FOR MEMBERS OF BARGAINING UNIT N SHALL BE CREATED AND ATTACHED BY DHRM PURSUANT TO ARTICLES 8 (COMPENSATION) AND 26 (APPROPRIATIONS AND LEGISLATION) OF THIS AGREEMENT