

Joe Lombardo
Governor



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

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Date: May 9, 2023

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION –
DIVISION OF HUMAN 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 American Federation of State, County and Municipal Employees (AFSCME), Local 4041 for the 2023-2025 biennium for the following Bargaining Units:

A - Labor, maintenance, custodial and institutional employees

E - Professional employees who provide health care

F - Employees, other than professional, who provide health care and personal care

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. AFSCME was certified the exclusive representative for the state employees in Bargaining Units A, E, and F and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: AT

ACTION ITEM: _____



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

MEMORANDUM

May 10, 2023

TO: Clerk of the Board of Examiners

THROUGH: Jack Robb, Director, Department of Administration

FROM: Mandee Bowsmith, Administrator, Division of Human Resource Management

SUBJECT: Consideration and Approval of the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, Collective Bargaining Agreement for 23-25

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, began negotiations for a successor collective bargaining agreement (CBA) in October 2022.

In March 2023, the parties reached a tentative agreement, and the attached agreement was ratified by AFSCME membership in April 2023.

Request in Front of the Board

Pursuant to NRS 288.555¹, the Division of Human Resource Management (DHRM), Labor Relations Unit (LRU) is respectfully placing the AFSCME, Local 4041, CBA for the contract term of July 1, 2023,

¹ NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
 - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
 - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
 - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

through June 30, 2025, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2023.

Material Changes from the 21-23 CBA

The following items are notable changes from the 21-23 CBA:

- Bargaining Unit I (Category III Peace Officers) has been removed from exclusive representation by AFSCME, Local 4041.
- Effective July 1, 2023, the salary schedules for Bargaining Units A, E, & F will be increased by eight percent (8%).
- Effective July 1, 2024, the salary schedules for Bargaining Units A, E, & F will be increased by four percent (4%).
- For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023.
- Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year.
- Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out.
- Addition of the Juneteenth holiday to the designated and observed holiday listing.
- Bilingual Pay changed from twenty dollars (\$20.00) per pay period to the equivalent of five percent (5%) of the employee's regular hourly rate of pay.
- Tool Allowance: Eligible employees will receive one thousand two hundred dollars (\$1,200.00) per fiscal year, distributed evenly in each paycheck for the purchase and maintenance of required tools.
- Personal Leave changed from two (2) Personal Leave days per calendar year to four (4) Personal Leave days per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value.
- Discipline – Investigations that could result in disciplinary action have reverted from a one hundred twenty (120) day timeline to the ninety (90) day timeline consistent with NRS 284.387(2).
- Grievances – Made conforming timeline changes to NAC 284.

Fiscal Impact

The Executive Department has estimated the total fiscal impact of this CBA to be \$5,549,848 for the biennium, assuming upper limit values where actual utilization cannot be determined.

Thank you for your consideration.

Attachments: AFSCME, Local 4041 - Collective Bargaining Agreement
AFSCME, Local 4041 - Ratification Certification
AFSCME, Local 4041 - 23-25 CBA Fiscal Impact Statement

2023-25 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Units A, E, F
 with **American Federation of State, County, & Municipal Employees (AFSCME)**

In Governor's Recommended budget:	
FY 2024 FTE	4068.78
FY 2025 FTE	4080.78

Estimated Fiscal Impact:	
FY 2024	FY 2025

Key changes in this agreement:

	FY 2024	FY 2025	
• Bargaining Unit I (Category III Peace Officers) has been removed from exclusive representation by AFSCME, Local 4041.	\$ -	\$ -	- No fiscal impact
• Effective July 1, 2023, the salary schedules for Bargaining Units A, E, & F will be increased by eight percent (8%)	\$ -	\$ -	- Included in Governor Recommended Budget
• Effective July 1, 2024, the salary schedules for Bargaining Units A, E, & F will be increased by four percent (4%)	\$ -	\$ -	- Included in Governor Recommended Budget
• For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023	\$ -	\$ -	- Included in Governor Recommended Budget
• Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year	\$ -	\$ -	- no incremental pay
• Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out	\$ 2,611,367	\$ 2,719,236	Cannot be accurately determined without experience. Estimated at maximum, assuming all positions filled and all with eligible balances (roughly 28%) requesting payout.
• Addition of the Juneteenth holiday to the designated and observed holiday list.	\$ 107,473	\$ 111,772	Based on actual pay for included positions for Labor Day 2022, increased by the proposed COLAs and average PERS rate for unit members
• Bilingual Pay changed from twenty dollars (\$20.00) per pay period to the equivalent of five percent (5%) of the employee's regular hourly rate of pay	\$ -	\$ -	Cannot be accurately determined without experience. Currently only one employee registered for Bilingual Pay
• Tool Allowance: Eligible employees will receive one thousand two hundred dollars (\$1,200.00) per fiscal year, distributed evenly in each paycheck for the purchase and maintenance of required tools	\$ -	\$ -	Cannot be precisely determined as eligibility is dependent on agency policy and job classification. Appears to be minimal impact.
• Personal Leave changed from two (2) Personal Leave days per calendar year to four (4) Personal Leave days per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value	\$ -	\$ -	- no incremental pay

Discipline – Investigations that could result in disciplinary action have reverted from a one hundred twenty (120) day timeline to the ninety (90) day timeline consistent with NRS 284.387(2)

\$	-	\$	-	no incremental pay
\$	-	\$	-	no incremental pay

• Grievances – Made conforming timeline changes to NAC 284

\$	2,718,840	\$	2,831,008
		<u>\$</u>	<u>5,549,848</u>

Total potential fiscal impact, using upper limit values where unclear:

Matthew Lee

From: Pearson Woods <pearson@nvafscme.org>
Sent: Monday, April 3, 2023 3:31 PM
To: Corrine Cosentino; Matthew Lee
Subject: Union Ratified

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

FYI the contract has been ratified by afscme membership as on today May 3rd 2023.



State of Nevada

&

**American Federation of State,
County, & Municipal Employees
(AFSCME), Local 4041**

Collective Bargaining Agreement

July 1, 2023 – June 30, 2025

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Preamble

This Master Collective Bargaining Agreement (MCBA) entered into July 1, 2023, referred to as the “Agreement” or “MCBA,” is entered into by the State of Nevada, herein referred to as the “Employer” or the “State,” and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, herein referred to as the “Union.” This Agreement is applicable to all eligible employees in the collective bargaining unit(s) 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.

Article 1. Union Recognition

This Agreement covers the employees in the bargaining units described in Appendix A titled, “Bargaining Units Represented by the American Federation of State, County, & Municipal Employees (AFSCME).” 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. Non-Discrimination

Under this Agreement, neither party will discriminate against employees on the basis of: religion; age; sex; status as a breastfeeding mother; marital status; race; color; creed; national origin; political affiliation; military status; status as a veteran; sexual orientation; gender expression; gender identity; clothing or traits historically associated with national origin, gender, race, color, or religion, including, but not limited to, hair texture, hair style, or headwear; familial status; any real or perceived sensory, mental, or physical disability; genetic information; status as a victim of domestic violence, sexual assault, or stalking; because of the participation or lack of participation in Union activities or affiliation, or any other characteristic protected by applicable law. Bona fide occupational qualifications based upon the above traits do not constitute a violation of this Article.

Employees who feel they have been the subject of discrimination may file a complaint using the procedure outlined in Article 18, Unlawful Discrimination. With respect to the terms and conditions of employment, the parties shall not discriminate against any employee covered by this Agreement. Grievances filed under this Article shall specify in writing the non-merit factor(s) upon which the alleged discrimination has been based and the manner in which the alleged discrimination occurred.

The State agrees to comply with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Family & Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable Equal Employment Opportunity laws and regulations.

Article 3. Definitions & Resources

“ADA” is the Americans with Disabilities Act. www.ada.gov

“ADAAA” is the Americans with Disabilities Act, Amendments Act.
www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008

“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.

“Child” includes biological, adoptive, or foster 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.

“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.

“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.

“Collective Bargaining” is defined as a method of determining conditions of employment by negotiation between representatives of the Executive Department and an employee organization or labor organization, entailing a mutual obligation of the Executive Department representative and the employee organization or labor organization to meet at reasonable times and bargain in good faith with respect to: 1) wages, hours, and other terms and conditions of employment; 2) the negotiation of an agreement; 3) the resolution of any question arising under a negotiated agreement; or, 4) the execution of a written contract incorporating any

agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or require the making of a concession (NRS 288.032).

“Collective Bargaining Agreement (CBA)” This document is known as the Collective Bargaining Agreement for the State of Nevada and the American Federation of State, Municipal, & County Employees (AFSCME).

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

“Compensation, Classification, & Recruitment Unit (CCRU)” – The Division of Human Resource Management unit responsible for establishing compensation, classification, and performing recruitments for State of Nevada employment.

http://hr.nv.gov/Sections/Compensation,_Classification_Recruitment/

“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 which is designated as a Department by statute; 2) the Nevada System of Higher Education; and, 3) any State board or commission which 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.

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

“Division of Human Resource Management (DHRM)” is the Division within the Department of Administration that houses the CCRU, the LRU, the SDHIU, the EMC, Central Payroll, and Central Records. www.hr.nv.gov

“Domestic partner” means the employee’s registered domestic partner. “Domestic violence” is defined as in NRS 33.018.

“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” is a person legally holding a position in the public service. Employee Handbook, published January 1, 2018.

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

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

“Enterprise Information Technology Services (EITS)” <http://it.nv.gov/>

“Essential functions of a position” means the fundamental job duties of the employment position.

“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

“Fair Labor Standards Act (FLSA)” www.dol.gov/Departments/whd/flsa

“Family & Medical Leave Act of 1993 (FMLA)” www.dol.gov/Departments/whd/fmla

“Family member” is defined to include: Child, including biological, adoptive, or foster 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, 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. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

“FTO” is a Field Training Officer.

“Fraud Hotline” is an established hotline where employees can report inappropriate use of State funds or Federal funds received by a State Department or Division; inappropriate vendor or contractor relations; or, diversion, manipulation, misapplication, maltreatment, or misuse of State resources. The Fraud Hotline number is (775) 687-0150.

“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.

“Full-time equivalent (FTE)” means for an Overtime-eligible employee, the number of hours authorized by the DHRM for the Overtime-eligible employee’s position.

Garrity v. New Jersey (1967)

“Genetic Information Nondiscrimination Act of 2008 (GINA)” <https://www.eeoc.gov/genetic-information-discrimination>

“Governor’s Finance Office (GFO)” www.budget.nv.gov

Governor’s Office www.gov.nv.gov

“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. Health-related reason does not include inclement weather.

“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” means the employee’s spouse, registered domestic partner, children – regardless of age, parents, siblings.

“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 or not the action is within the scope of employment, which is: in violation of any State law or regulation; an abuse of authority; of substantial and specific danger to the public health or safety; or, a gross waste of public money.

“Independent Medical Examination (IME)” is a medical examination that will be conducted by a licensed physician or healthcare provider that is neutral to the employee and the Employer. An IME can be requested by the Employer in Workers’ Compensation cases where permanent partial or permanent total disability is possible for an injured employee, or in cases where the Employer is trying to determine an employee’s ability to perform the essential functions of their job classification for the purposes of reasonable accommodation.

“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.

“Law enforcement employee” means an employee who works in a position that meets the law enforcement criteria of Section 7(k) of the FLSA.

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

“Life-threatening” means a condition which is diagnosed by a physician as creating substantial risk of death.

“Lockout” means the exclusion of employees by the Employer from their place of work until certain terms are agreed to. This practice is illegal in the state of Nevada.

“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).

“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. Minimum qualifications are an indication of what is required to be successful in a job.

“National Labor Relations Board (NLRB)” www.nlr.org “Nevada Administrative Code (NAC)” www.leg.state.nv.us/nac/

“Nevada Department of Administration (NDOA)” www.admin.nv.gov “Nevada Department of Agriculture (NDA)” www.agri.nv.gov

“Nevada Department of Business & Industry (B&I)” www.business.nv.gov

“Nevada Department of Conservation & Natural Resources (NDCNR)” www.dcnr.nv.gov

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

“Nevada Department of Education (NDOE)” www.doe.nv.gov

“Nevada Department of Employment, Training, & Rehabilitation (DETR)” www.detr.nv.gov

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

“Nevada Department of Motor Vehicles (NVDMV)” www.nvdmv.com

“Nevada Department of Public Safety (NDPS)” www.dps.nv.gov

“Nevada Department of Taxation” www.tax.nv.gov

“Nevada Department of Tourism & Cultural Affairs” www.nvculture.org

“Nevada Department of Transportation (NDOT)” www.nevadadot.com

“Nevada Department of Veterans Services (NDVS)” www.veterans.nv.gov

“Nevada Department of Wildlife (NDOW)” www.ndow.org

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

“Nevada Office of the Attorney General (NVAGO)” www.ag.nv.gov

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

“Nevada System of Higher Education (NSHE)” www.nshe.nevada.edu

“Nevada Transportation Authority (NTA)” is a division of the Nevada Department of Business & Industry. www.nta.nv.gov

“Non-classified employee” means an employee in the Office of the Governor or the Judicial or Legislative branch of State government.

“Nonstandard workweek” means a work scheduled of five (5) shifts with the same number of hours each day and a maximum of forty (40) hours per week throughout the year. The work schedule is other than Monday through Friday.

“Office of Employee Development (OED)” – The Division of Human Resource Management OED provides State-wide training, professional development, and consultation services to employees and State Departments and Divisions.

https://hr.nv.gov/Sections/Office_of_Employee_Development/

“Office of the State Treasurer” www.nevadatreasurer.gov

“Option” means a clearly identified sub-classification mentioned in a class specification for a job title.

“Overtime-eligible position” means a position that is assigned duties and responsibilities that meet the criteria for Overtime coverage under the FLSA and State law.

“Overtime-exempt position” means a position that is assigned duties and responsibilities that do not meet the criteria for Overtime coverage under the FLSA and State law.

“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 equivalent to full-time service 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.

“Personnel Commission” is a Commission of five (5) members and five (5) alternates appointed by the Governor that is responsible for adopting personnel regulations and for reviewing decisions of the Employer regarding contested personnel issues.

http://hr.nv.gov/Boards/PersonnelCommission/Personnel_Commission/

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

“Probationary Period” is the first six (6) or twelve (12) month period of an employee’s initial appointment to a position.

“Prohibitions & Penalties” or P&P’s are a Department’s or Division’s policy approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding a permanent employee.

“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.

“Reassignment” means a noncompetitive placement of an employee as a reasonable accommodation to a position within the same salary grade or, if a position in the same salary grade is not available, to a position in a class with a lower salary grade for which the employee meets the minimum qualifications and is able to perform the essential functions.

“Reclassification” means a change in the allocation of a position by: 1) raising it to a class with a higher salary grade; or, 2) reducing it to a class with a lower salary grade; or, 3) moving it to another class at the same salary grade on the basis of significant changes in kind, difficulty, or responsibility of the work performed.

“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.

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

“Relative” is defined to include grandparents, great-grandparents, uncles, aunts, nephews, grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law, and great-granddaughter-in-law.

“Remote Work” is the same as telecommuting and means working from an alternate worksite that is away from the employee’s official worksite or duty station and is approved by the Employer.

“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.

Secretary of State (SOS) www.nvsos.gov

“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.

“Sexual assault” is defined as in NRS 200.366.

“Sexual Harassment & Discrimination Investigation Unit (SHDIU)” is the unit within the Division of Human Resource Management that investigates allegations of sexual harassment and discrimination.

“Shift employee” means an employee who works in a position that normally requires shift coverage for more than one (1) work shift.

Skelly v. State Personnel Board (1975)

“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 knowledge and skills simultaneously to complete a task or perform an observable behavior.

“Spouse” means the employee’s lawful husband or wife.

“Stalking” is defined as in NRS 200.575.

State Administrative Manual (SAM), revised January 14, 2020

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

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

“Straight shift” or “straight time” means the regularly established work shift of an employee during a workweek.

“Strike” means any concerted: stoppage of work, slowdown, or interruption of operations by employees of the State of Nevada or local government employees; absence from work by employees of the State of Nevada or any local government employees 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.

“Supervisor” includes: A) any individual having authority in the interest of the Employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority occupies a significant portion of the employee’s workday. If any of the following persons perform some, but not all, of the foregoing duties under a paramilitary command structure, such a person shall not be deemed a supervisory employee solely because of such duties: 1) a police officer as defined in NRS 288.215; a firefighter, as defined in NRS 288.215; or, a person who: i) has the powers of a peace officer; and, ii) is a local government employee who is authorized to be in a bargaining unit pursuant to the provisions of this chapter. B) Any individual or class of individuals appointed by the Employer and having authority on behalf of the Employer to: 1) hire, transfer, suspend, lay off, recall, terminate, promote, discharge, assign, reward, or discipline other employees or responsibility to direct them, to adjust their grievances or to effectively recommend such action; 2) make budgetary decisions; and, 3) be consulted on decisions relating to collective bargaining, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee’s workday. An employee who has been given incidental administrative duties shall not be classified as a supervisory employee.

“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.

“Unclassified service” means officials, officers, or employees of the Executive branch of State government whose positions are identified in the NRS as unclassified.

“Uniformed services” or “military” means the Armed Forces, the Army National Guard, the Armed Forces Reserves, and the Air National Guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time National Guard duty, state active duty, the Commissioned Corps of the Public Health Service, the Coast Guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

“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 associated formed by employees with common interests or purposes. The Union for this Agreement is AFSCME, Local 4041.
www.nvafscme.org

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

“Union Staff Representative” is an employee of the Union.

“United States Department of Homeland Security (US DHS)” www.dhs.gov

“United States Department of Health & Human Services (US DHHS)” www.hhs.gov

“United States Department of Labor (US DOL)” www.dol.gov

Weingarten, Inc. v. National Labor Relations Board (NLRB) (1975)

“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 normally begin at 12:00 a.m. on Monday and end at 12:00 midnight the following Sunday, or as otherwise designated by the Department or Division head, or designee.

Article 4. Management Rights

- 4.1 Except as modified by this Agreement, the Employer retains all rights of management.
- 4.2 Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Employer without negotiation include:

- 4.2.1 The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- 4.2.2 The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to reduction in force procedures set forth in Article 22, Layoff & Reemployment.
- 4.2.3 The right to determine:
 - 4.2.3.1 Appropriate staffing levels and work performance standards, except for safety considerations;
 - 4.2.3.2 The content of the workday, including without limitation workload factors, except for safety considerations;
 - 4.2.3.3 The quality and quantity of services to be offered to the public;
 - 4.2.3.4 The means and methods of offering those services.
 - 4.2.3.5 The safety of the public.
- 4.3 Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection must not be construed as a failure to negotiate in good faith.
- 4.4 This Article does not preclude, but does not require, the Employer to negotiate subject matters enumerated in NRS 288.150(3) which are outside the scope of mandatory bargaining. The Employer shall discuss subject matters outside the scope of mandatory bargaining with the Union, but it is not required to negotiate those matters.

Article 5. Union Fees

5.1 NOTIFICATION TO EMPLOYEES

- 5.1.1 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.
- 5.1.2 The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

5.2 UNION FEES DEDUCTIONS

- 5.2.1 Deductions for Union Fees are strictly voluntary.
- 5.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet.
- 5.2.3 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.
- 5.2.4 Within thirty (30) days of receipt of the completed and signed membership card, the Employer will deduct from the employee's paycheck an amount equal to the fees required to be a member of the Union.

5.2.5 The Employer will provide payments for the deductions to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee each pay period at the following address:

AFSCME, AFL-CIO
Attn: Treasurer of AFSCME PEOPLE PO Box 65334
Washington, DC 20035-5334

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

5.2.7 In the event an employee disputes or contests payroll deductions for Union Fees, the Employer will notify the Union via email to info@nvafscme.org of such disputes prior to taking any action. The Union will respond as soon as practicable but no later than within three (3) business days.

5.2.8 Should the Union not provide proof of membership within three (3) business 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.

5.3 VOLUNTARY DEDUCTIONS

5.3.1 Members of the bargaining unit are eligible to request that a voluntary deduction be taken from their paycheck for support of the Union's political action committee (PAC).

5.3.2 The Union will provide the Employer and the employee's designated pay center with a list of all employees who have signed voluntary PAC deduction paperwork which will include the amount of money the employee has designated be deducted for this purpose.

5.3.3 Within thirty (30) days of receipt of the signed voluntary PAC deduction paperwork, the Employer will deduct the specified amount from the employee's paycheck.

5.3.4 The Employer will provide payments for these deductions to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee each pay period at the address listed above.

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

5.3.6 In the event an employee disputes or contests payroll deductions for voluntary PAC deductions, the Employer will notify the Union via email to info@nvafscme.org of such disputes prior to taking any action. The Union will respond as soon as practicable but no later than within three (3) business days.

5.3.7 Should the Union not provide proof of PAC deduction within the three (3) business days allotted, the State will cease PAC deductions as soon as practicable. PAC fees owed during the period of non-deduction must be settled exclusively between the Union and the employee.

5.4 STATUS REPORTS

5.4.1 Union Fees & Voluntary PAC Deductions

5.4.1.1 The Employer will provide the Union a report in electronic format each pay period detailing the Union Fees remittance and voluntary PAC deductions, if applicable, containing the following information for employees that have Union Fees and/or voluntary PAC deductions deducted from their paycheck:

5.4.1.1.1 Employee name.

5.4.1.1.2 Mailing address.

5.4.1.1.3 Employee job title.

5.4.1.1.4 Department and Division.

5.4.1.1.5 Official duty station or work site.

5.4.1.1.6 Work phone number.

5.4.1.1.7 Work email address.

5.4.1.1.8 Date of hire.

5.4.1.1.9 Pay grade.

5.4.1.1.10 Pay step.

5.4.1.1.11 Seniority date.

5.4.1.1.12 Separation date.

5.4.1.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.

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

5.5 REVOCATION

5.5.1 An employee may revoke their authorization for payroll deduction of Union Fees or voluntary PAC deductions by written request to the Union in accordance with the terms and conditions of their signed membership card or their signed voluntary PAC deduction paperwork.

5.5.2 The Union will notify the employer within thirty (30) days of all revocations.

5.5.3 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 revocation.

5.6 INDEMNIFICATION

5.6.1 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 and/or voluntary PAC deductions, 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.

5.6.2 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.

5.7 BARGAINING UNIT INFORMATION

5.7.1 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 10 (ten) calendar days. Information provided in response to the Union's request will include the following for any employee in a job classification covered under any certified unit:

- 5.7.1.1 Name
- 5.7.1.2 Date of Hire
- 5.7.1.3 Department
- 5.7.1.4 Work Location
- 5.7.1.5 Job Classification
- 5.7.1.6 Pay Rate
- 5.7.1.7 Pay Grade and Step
- 5.7.1.8 Home Address
- 5.7.1.9 Phone Number (both home and cell)
- 5.7.1.10 Personal and Work Email
- 5.7.1.11 Work Telephone Number
- 5.7.1.12 Status as of the most recent pay period
- 5.7.1.13 Continuous State Service

5.7.2 The above information will be provided in electronic form.

Article 6. Hiring & Appointments

6.1 The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statute and the provisions of this Agreement.

6.2 The Employer will perform all hiring and appointments as outlined in NAC 284 and NRS 284.

6.3 VACANCIES DEFINED

6.3.1 A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position and which the State has determined to fill.

6.3.2 Exceptions

6.3.2.1 A vacancy is not created when:

6.3.2.1.1 State Departments or Divisions are merged or combined or when employees are transferred from one State Department or Division to another State Department or Division by Executive Order or Legislative Act.

6.3.2.1.2 An employee takes a military leave of absence in excess of six (6) months in duration.

6.5 JOB POSTING

6.5.1 Whenever a vacancy occurs, the State shall post for a minimum of five (5) calendar days a description of the vacancy through such procedures as are typically used and established by the Employer. The posting description shall be dated and shall contain the name of the class, a general description of the duties, the work area of the position. A link to the posting will be emailed to the Local 4041 Union President.

6.5.2 Permanent, classified employees may apply for a posted vacancy by submitting a written or electronic application to the Employer which must be received on or before the expiration date of the posting to receive consideration.

6.6 FILLING POSITIONS

6.6.1 Vacant positions shall be filled as follows: All applicants for a vacancy shall be notified whether they meet the minimum qualification criteria for the position applied for or not. Selection of employees to fill a posted vacancy shall be made from among all applicants who have been certified as eligible based upon meeting the minimum qualification criteria of the job specification.

6.6.2 When all interviewed applicants are equal on all other relevant factors listed in NRS 284.295, positions will be filled by the most senior qualified applicant. An applicant who completes the interview process, but is not selected to fill the vacant position, may request a meeting with the hiring manager to discuss the reason for not being selected.

6.6.3

6.6.4 Notwithstanding the above, when a Reemployment List exists, vacancies will be filled in accordance with the procedures of Article 22, Layoff & Reemployment of this Agreement.

6.6.5 A permanent classified employee who promotes from a classified position to a higher classified position must serve a twelve (12) month Trial Service

Period. If the employee fails to attain permanent status in the promotional position they promoted from, pursuant to NAC 284.462. If the employee requests to return to the classified position they promoted from, they must be reverted, pursuant to NAC 284.462.

- 6.6.6 A permanent classified employee reverted pursuant to the section above shall retain all class seniority.
- 6.6.7 A permanent classified employee who transfers from a classified position to another classified position must serve a twelve (12) month Voluntary Probationary Period. If the employee fails to attain permanent status in the position to which they transferred, the employee must be reverted to the classified position they transferred from, pursuant to NAC 284.460. If the employee requests to return to the classified position they transferred from, they must be returned pursuant to NAC 284.460.
- 6.6.8 A permanent classified employee reverted pursuant to the section above shall retain all class seniority.

Article 7. Records Management

- 7.1 The Employer has the authority to maintain secure files on each employee.
- 7.2 An employee may examine their own file(s) by contacting their Departmental or Divisional Human Resources Office for their Departmental or Divisional file(s) and/or the appropriate Central Records Unit for their central records file.
- 7.3 The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be 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.
- 7.4 Written authorization from the employee is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable, and the responses shall be included at the employee's request.

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 procedure governing records management. For more detailed information, visit the DHRM Central Records website.

7.5 FILE TYPES

- 7.5.1 The following are the types of files that may be maintained on each employee.
 - 7.5.1.1 *Medical File*

secure location and to the extent allowed or required by law.

7.5.1.5 *Training File*

7.5.1.5.1

The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of their training record. 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.

7.6 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

- 7.6.1 A Letter of Instruction will be considered for the purposes of evaluating disciplinary action for no longer than twelve (12) months from the date of issuance, so long as discipline did not result from non-compliance with the Letter of Instruction.
- 7.6.2 An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than twelve (12) months from the date of issuance, so long as further discipline did not result for similar violations.
- 7.6.3 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.
- 7.6.4 Suspensions of five (5) days or less may be considered no longer than five (5) years from the date of issuance, so long as no further discipline resulted for similar violations.
- 7.6.5 Suspensions of more than five (5) days and/or demotions or any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.

7.7 CONFIDENTIALITY

- 7.7.1 The Employer will confidentially maintain all files and records unless they are deemed available for disclosure in accordance with Federal and State law.
- 7.7.2 Confidential and other documents may be removed from an employee's Departmental or Divisional and Central Records Personnel File as part of a grievance settlement agreement or arbitration award. When documents are removed from an employee's Departmental or Divisional or Central Records Personnel File pursuant to this Article, they shall not be

considered in connection with any future personnel action involving the affected employee.

7.8 PUBLIC RECORDS

- 7.8.1 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 Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster may exclude information deemed sensitive related to employees in law enforcement job classifications.

Article 8. Hours of Work

- 8.1 Pursuant to Federal and State law, the Employer will determine whether a position is Overtime-eligible or Overtime-exempt. For the purposes of Overtime eligibility under the Fair Labor Standards Act (FLSA) for law enforcement or corrections positions with or without an extended work period, or shift positions, the Employer will determine whether a position is eligible or exempt.
- 8.2 When the Employer determines that an Overtime-eligible position is Overtime-exempt, the employee will be noticed in writing of the determination. The notice will include an attached United States Department of Labor (US DOL) fact sheet of the FLSA guidelines. 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. Department/Division-specific policies and procedures should be consulted when employees need detailed information.

8.3 WORK SCHEDULES – NON- NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)

- 8.3.1 The official workweek for the purposes of payroll begins on Monday at 0000 hours and ends at 2359 hours on the following Sunday.
- 8.3.2 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:
- 8.3.2.1 Eight (8) hours per workday, five (5) days per workweek with two (2) consecutive RDO's.
 - 8.3.2.2 Ten (10) hours per workday, four (4) days per workweek with three (3) consecutive RDO's.
 - 8.3.2.3 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.

8.3.2.4 A forty (40) hour per workweek variable and flexible schedule.

8.3.2.5 An eighty (80) hour per pay period variable and flexible schedule.

8.3.2.6 The Employer or the employee may terminate the variable and flexible schedule with proper notice.

8.3.3 Departments/Divisions are responsible for determining the schedules employees will work based on operational need. This Article shall not be construed as a guarantee of any particular work schedule for employees covered under this Agreement.

8.3.4 The Employer has a duty to assign employee schedules based on operational needs with due regard for the obligation of the State to provide critical services to ensure the health, safety, and welfare of its citizens. The Employer will not make arbitrary changes to an employee's permanent schedule nor use a schedule change as a punitive measure; however, the Employer reserves the right to rescind an employee's innovative or flexible work schedule in conjunction with disciplinary action in the event a performance issue arises. An employee who feels their schedule has been changed for arbitrary reasons or as a punitive measure may file a grievance under Article 20, Grievance Procedure.

8.4 WORK SCHEDULES – NSHE

8.4.1 The official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 hours on the following Saturday.

8.4.2 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:

8.4.2.1 Eight (8) hours per workday, five (5) days per workweek with two (2) consecutive RDO's.

8.4.2.2 Ten (10) hours per workday, four (4) days per workweek with three (3) consecutive RDO's.

8.4.2.3 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.

8.4.2.4 A forty (40) hour per workweek variable and flexible schedule.

8.4.2.5 An eighty (80) hour per pay period variable and flexible schedule.

8.4.2.6 The Employer or the employee may terminate the variable and flexible schedule with proper notice.

- 8.4.3 Departments/Divisions are responsible for determining the schedules employees will work based on operational need. This Article shall not be construed as a guarantee of any particular work schedule for employees covered under this Agreement.
- 8.4.4 The Employer has a duty to assign employee schedules based on operational needs with due regard for the obligation of the State to provide critical services to ensure the health, safety, and welfare of its citizens. The Employer will not make arbitrary changes to an employee's permanent schedule nor use a schedule change as a punitive measure; however, the Employer reserves the right to rescind an employee's innovative or flexible work schedule in conjunction with disciplinary action in the event a performance issue arises. An employee who feels their schedule has been changed for arbitrary reasons or as a punitive measure may file a grievance under Article XX, Grievance Procedure.

8.5 ALTERNATE WORK SCHEDULES

- 8.5.1 Alternate workweeks and work shifts of different numbers of hours may be established for Overtime-eligible employees by the Employer in order to meet business and customer service 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 required schedule slots, then employees shall be selected based on reverse seniority for the alternate work schedules, subject to the Department's/Division's assessment of safety and security requirements, appropriate skills, training, and business and operational needs. The Employer shall not unreasonably deny an employee's request for an alternate work schedule. Once an alternative schedule has been agreed to, it may be rescinded by either party giving thirty (30) working days notice.
- 8.5.2 The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met.

8.6 EMPLOYEE-REQUESTED SCHEDULE CHANGES

- 8.6.1 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.
- 8.6.2 An employee, including those on standby status, will be compensated for all time worked for receiving or responding to work related calls, unless otherwise provided for in this Agreement.

8.7 TEMPORARY SCHEDULE CHANGES

- 8.7.1 An employee's workweek and/or work schedule may be temporarily changed with prior written notice from the Employer to the affected employee. A temporary schedule change is defined as a change lasting

thirty (30) calendar days or less. Except for the job classifications listed in Appendix B, "Job Classifications Requiring Flexibility in Scheduling," 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.

- 8.7.2 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.

8.8 PERMANENT SCHEDULE CHANGES

- 8.8.1 An employee's workweek and work schedule may be permanently changed with prior written notice from the Employer to the affected employee. 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 may be assigned based on a most senior volunteer basis first, then by using a least senior non volunteer process if necessary.

- 8.8.2 Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

8.9 EMERGENCY SCHEDULE CHANGES

- 8.9.1 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.

8.10 SHIFT BID

- 8.10.1 Department/Division-specific shift bid processes are in Appendices, including Appendix E of this Agreement.
- 8.10.2 Departments/Divisions that do not have shift bidding shall not be required to implement shift bidding as a result of this Agreement.
- 8.10.3 For the purposes of shift bidding processes negotiated in conjunction with this Agreement, employees with greater Class than total continuous State seniority shall be eligible to bid first, provided the more senior employee possesses the required knowledge, skills, and abilities to perform the duties on the shift they bid for. If the bidding process results in less than the minimum number of employees needed for the shift, the balance of the number of employees needed to fill the shift shall be selected from among employees possessing the required knowledge, skills, and abilities in reverse continuous State service order, then reverse Class seniority order.

8.11 POST

- 8.11.1 Departments/Divisions that do not have post bidding shall not be required to implement post bidding as a result of this Agreement.
- 8.11.2 The Employer has the right to reassign employees to post assignments as required due to operational need and cross-training.
- 8.11.3 If a post assignment is eliminated, employees will be reassigned temporarily until such time as the Department or Division holds a bid process.
- 8.11.4 For the purposes of post bidding processes negotiated in conjunction with this Agreement, employees with greater Class than total continuous State seniority shall be eligible to bid first, provided the more senior employee possesses the required knowledge, skills, and abilities to perform the duties on the post they bid for. If the bidding process results in less than the minimum number of employees needed for the post, the balance of the number of employees needed to fill the post shall be selected from among employees possessing the required knowledge, skills, and abilities in reverse continuous State service order, then reverse Class seniority order.

8.12 Annual Leave Bid

- 8.12.1 Departments/Divisions that do not have Annual Leave bidding shall not be required to implement bidding as a result of this Agreement.
- 8.12.2 For the purposes of Annual Leave bidding processes negotiated in conjunction with this Agreement, employees with greater Class than total continuous State seniority shall be eligible to bid first.

8.13 SENIORITY

- 8.13.1 The following definitions shall apply to all applications of seniority under this Agreement.
 - 8.13.1.1 "State Seniority" means the length of service within the Executive Branch of State government.
 - 8.13.1.2 "Class Seniority" (Entry Date) means the date that the employee began working in their current job classification.
- 8.13.2 Where two (2) or more employees have the same seniority dates for determining job rights, then seniority shall be based on the highest number of the last four digits of the employees' social security numbers with the highest number being 9999 and the lowest number 0000.

8.14 SHIFT TRADES

- 8.14.1 Qualified employees in the same work area and the same classification 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 request for approval must be given to the supervisor prior to the effective date of the trade. Such approval shall not unreasonably be denied.

8.15 MAKE-UP TIME

- 8.15.1 When employees are late for work and have called in or made a reasonable attempt to do so, the Employer, if possible, may allow them to make up the lost work time within the same work week. Such approval shall not unreasonably be denied.

8.16 MEAL BREAKS & REST PERIODS

8.16.1 Unpaid Meal Breaks

- 8.16.1.1 The Employer and the Union agree to unpaid meal breaks that vary from and supersede the unpaid meal break requirements of Federal and State law. Unpaid meal breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal break.

- 8.16.1.2 When an employee's unpaid meal break is interrupted by work duties, the employee will be allowed to resume their unpaid meal break following the interruption, if possible, to complete the unpaid meal break. In the event an employee is unable to complete the unpaid meal break due to an operational necessity, they will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal break.

- 8.16.1.3 Meal breaks may not be used for late arrival or early departure from work and meal breaks and rest periods will not be combined.

8.16.2 Paid Meal Breaks for Straight Shift Schedules

- 8.16.2.1 The Employer and the Union agree to paid meal breaks that vary from and supersede the paid meal break requirements of Federal and State law. 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.

8.16.3 Rest Periods

- 8.16.3.1 The Employer and the Union agree to rest periods that vary from and superseded the rest periods required by Federal and State law. 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.

- 8.16.3.2 Where the nature of the work allows employees to take intermittent rest period equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required.
- 8.16.3.3 Rest periods may not be used for late arrival or early departure from work and rest periods and meal breaks will not be combined.

8.17 TIME REPORTING

- 8.17.1 Employees will accurately report time worked in accordance with the time reporting process as determined by each Department/Division.

8.18 OVERTIME-EXEMPT EMPLOYEES

- 8.18.1 Overtime-exempt employees are not covered by Federal and State Overtime laws. Compensation is based on the premise that Overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the Department or Division for which they work. The Employer's policy for all Overtime-exempt employees is as follows:
 - 8.18.1.1 The Employer determines the products, services, and standards that must be met by Overtime-exempt employees.
 - 8.18.1.2 Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from the Employer to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.
 - 8.18.1.3 The salary paid to Overtime-exempt employees is full compensation for all hours worked. Overtime-exempt employees' salary includes straight shift time for holidays. An Overtime-exempt employee whose Employer requires them to work on a holiday will be paid their regular hourly rate and an additional rate of one and one-half (1½) times the employee's regular hourly rate of pay for the time worked.
 - 8.18.1.4 Employees will consult with their supervisors to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with the approval of their Department/Division head, or designee, Overtime-exempt employees will accrue Compensatory Time for additional hours worked. Such approval will not be arbitrarily withheld.

8.18.1.5 If they give notice and receive the Employer's approval, Overtime-exempt employees may alter their work hours. Employees are responsible for keeping the Employer apprised of their schedules and their whereabouts during the workday.

8.18.1.6 Prior approval from the Employer for the use of paid leave or unpaid leave for absences to two (2) or more hours is required, except for unanticipated Sick Leave.

8.19 STAFFING & WORKLOAD STANDARDS

8.19.1 The parties may utilize the Committees described in Article 24, Union/Management Communication Committees to discuss workload issues for employees.

8.20 WINTER SHIFT & CONTINGENCY SCHEDULES - NDOT

8.20.1 The Employer will establish yearly winter shift and contingency schedules as needed.

8.21 EMPLOYMENT CONDITIONS

8.21.1 Intermittent & Temporary Employees

8.21.1.1 The Employer shall utilize intermittent and temporary appointments for bona-fide short term or time limited appointments. Once an employee in an intermittent or temporary appointment accumulates the hours equal to one (1) year of continuous full-time State service they shall be converted to permanent status and shall be credited with one (1) year of State service time for all leave, benefit, and salary purposes. A converted employee shall not be required to serve an additional Probationary Period.

8.21.2 Probationary Period

8.21.2.1 The Probationary Period for bargaining unit positions shall be six (6) months for job classes below grade 20 and twelve (12) months for grade 20 and above upon completion of one (1) year equivalent full-time service. Once an employee attains permanent status, they shall not be required to serve another Probationary Period.

8.21.3 Trial Service Period

8.21.3.1 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 and NAC 284.

8.22 CONTRACTING OUT

- 8.22.1 It is the policy of the Employer to use its employees to perform work for which they are qualified. To that end, the Employer shall make every effort to keep work currently being performed by bargaining unit members in-house.
- 8.22.2 The Employer shall provide the Union with no less than thirty (30) calendar days' notice that it intends to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) calendar-day period, the Union shall have the opportunity to submit an alternate proposal.
- 8.22.3 If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing a benefit equal to or greater than that identified in the Employer's plan, the parties may agree to implement the Union proposal. This agreement would be memorialized in writing.
- 8.22.4 However, when a decision is made to contract out work and the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Department/Division has prepared an analysis for submission to the Board of Examiners (BOE) regarding the potential costs and other benefits which would result from contracting out the work in question.

8.23 EMPLOYEE ASSIGNMENTS

8.23.1 Change of Duty Assignments

- 8.23.1.1 The Employer shall have the right to assign and reassign duties among employees in a class within a work area. This does not, however, include the right to transfer employees to a vacant position in the same class, shift, and work area.

8.23.2 Between Work Areas or Shifts

- 8.23.2.1 If no vacancy has been created (or if a vacancy has been created or a shift opening occurs, and the Employer determines to fill the vacancy or shift opening without adding another employee) and it is necessary to change the duty location of an employee within thirty-five (35) miles, the Employer shall request volunteers from among employees in the same class (or option) and same employment condition and work area/or shift from which the change in duty location is to be made. If one or more employees volunteer for the change in duty location, the most senior qualified volunteer shall be assigned to the new duty location. If there are no volunteers, the least senior qualified employee in the same class (or option) and same employment condition and work area/or shift from which the change in duty location is to be made shall be assigned to the new duty location.

8.23.3 Short-Term Change in Duty Assignment

8.23.3.1 The Employer may temporarily change an employee’s duty assignment to another work area and/or shift for five (5) consecutive months or less. The decision of the Employer to implement a short-term change in duty assignment shall be final and may not be grieved.

8.23.3.2 If, at any time during the five (5) months, the Employer has legitimate business reason(s) to make the change in the employee’s duty assignment permanent, the Employer shall first discuss this decision with the employee. If the employee believes they have been aggrieved by the decision to convert a short-term duty assignment to a permanent assignment, they may file a grievance.

Article 9. Safety & Health

9.1 GENERAL PROVISIONS

9.1.1 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.

9.1.2 Employees are expected to comply with all established safety and health practices and standards.

9.1.3 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.

9.1.4 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), including the following:

9.1.4.1 Providing safe and healthy working conditions and practices;

9.1.4.2 If conducive to the work being performed, providing a clean and safe area for employee meal breaks and rest periods;

9.1.4.3 Providing appropriate health and safety training; and,

9.1.4.4 Providing employees with adequate information on communicable diseases when the Employer reasonably should have known about those communicable diseases and

infestations and hazards to which employees may have routine exposure.

9.1.4.5 Maintaining State-owned fleet vehicles and equipment.

9.1.5 The Employer may direct employees to use leave in accordance with Article 11, Leave, Part I Paid Leave, Sick Leave, when they self-report a contagious health condition.

9.1.6 The Employer may direct employees to use Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for employees to seek appropriate testing and treatment.

9.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

9.2.1 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.

9.2.2 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.

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

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

9.3 SAFETY COMMITTEES

9.3.1 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.

9.3.2 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 Departmental/Divisional committee.

9.3.3 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.

9.3.4 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.

- 9.3.5 Safety Committees are responsible for producing a report of their meetings and submitting them to the Risk Management Division.
- 9.3.6 Safety Committee members are responsible for assisting management in the improvement of safety and health in the workplace by:
 - 9.3.6.1 Promoting and communicating safety issues to increase safety;
 - 9.3.6.2 Promoting safety awareness among employees;
 - 9.3.6.3 Conducting and/or reviewing safety inspections at their work locations;
 - 9.3.6.4 Reviewing accident and injury reports;
 - 9.3.6.5 Reviewing work practices;
 - 9.3.6.6 Planning safety activities/promotions for their Department/Division;
 - 9.3.6.7 Conducting other activities as outlined in their Department's/Division's written Safety Plan; and,
 - 9.3.6.8 Identifying possible safety training needs within their Departments/Divisions.
- 9.3.7 Safety Committee recommendations will be forwarded to the appropriate Department/Division head, or designee, and to the Risk Management Division, for review and action, as necessary. The Department/Division head, or designee, will report follow-up action/information to the Safety Committee.

9.4 ERGONOMIC ASSESSMENTS

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

9.5 AIR & WATER QUALITY ASSESSMENTS

- 9.5.1 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.

9.6 EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

9.7 CRITICAL INCIDENT STRESS DEBRIEFING

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

9.8 WORKPLACE VIOLENCE

- 9.8.1 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 and 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 to an employee, that do not occur during the normal course and scope of their job duties, will be reported to a supervisor or the Departmental/Divisional Human Resources Office.
- 9.8.2 Additionally, employees must report restraining orders granted against a family member, acquaintance, or others to a supervisor or their Human Resources Office. 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.
- 9.8.3 Active threat awareness and preparedness training is made available to all employees through the Risk Management Division's safety training program.

Article 10. Compensation

10.1 SALARY PAYMENT

- 10.1.1 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.
- 10.1.2 Appendix D, "Salary Schedules for Bargaining Units A, E, and F" details the salary schedules for employees covered under this Agreement.
- 10.1.3 Effective July 1, 2023, the salary schedules for Bargaining Units A, E and F will reflect a cost of living increase of eight percent (8%).
- 10.1.4 Effective July 1, 2024, the salary schedules for Bargaining Units A, E, and F will reflect a cost of living increase of four percent (4%).

10.2 Retention Incentives

- 10.2.1 For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive retention incentives of two thousand dollars (\$2,000.00) per fiscal year. These retention incentives will be distributed in four equal installments throughout the fiscal year, beginning in July 2023.

10.3 SALARY ADMINISTRATION

10.3.1 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.

10.4 SALARY RATE UPON INITIAL APPOINTMENT

10.4.1 Upon initial appointment, an employee will be placed Step 1 at the appropriate salary grade for their job classification, with the exception of positions that have historically been difficult to recruit and fill and subject to the provisions of NAC 284.204.

10.5 SALARY RATE UPON PROMOTION

10.5.1 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.

10.6 SALARY RATE UPON DEMOTION

10.6.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.

10.6.2 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.

10.6.3 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification.

10.7 MERIT PAY INCREASE

10.7.1 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.

10.8 CALLBACK PAY

10.8.1 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.

10.9 COMPENSATORY TIME

10.9.1 An Overtime-eligible employee 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 time 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. Cash Overtime may be offered if the budget allows. Such election may affect an opportunity to work Overtime.

10.9.2 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.

10.9.3 All unused Compensatory Time will be paid pursuant to NAC 284.

10.10 HOLIDAY PAY

10.10.1 Holiday Premium Pay applies only to an employee's regularly scheduled work shift.

10.10.2 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 the hours equal to their regularly scheduled work shift.

10.10.3 Full-time employees, whose normal work schedule does not include the day observed as a holiday, shall be entitled to time off equal to the employee's normal workday.

10.10.4 Employees required to work on the day a holiday is observed, will receive their regular hourly rate of pay in addition to Holiday Premium Pay equivalent to their regular hourly rate of pay for their regularly scheduled hours actually worked on the holiday.

10.10.5 An employee that elects to exchange their holiday day off within the pay period, is not eligible to receive Holiday Premium Pay for working on the observed holiday.

10.10.6 Holiday Premium Pay will only be paid for the hours equal to an employee's regularly scheduled work shift.

10.10.7 Employees shall not receive Holiday Premium Pay and Overtime pay for the same hours, except that if an employee is ordered to work on an observed holiday that would otherwise be their RDO, they will either:

10.10.7.1 be paid their regular hourly rate of pay for their regularly scheduled work shift in addition to Holiday Premium Pay for their regularly scheduled hours actually worked the holiday; or

10.10.7.2 if being ordered to work creates an overtime scenario, they will be paid Overtime for all hours actually worked and Holiday Premium Pay for the hours equal to their regularly scheduled work shift.

10.10.8 Employees shall not receive both a day off with pay in observance of a holiday and Holiday Premium Pay.

10.10.9 Employees who are required to work on the day a holiday is observed may elect to have their Holiday Premium Pay be in the form of cash payment for the regularly scheduled hours actually worked or to accrue Compensatory Time.

10.10.10 Part-time employees will be paid for a holiday on a prorated basis.

- 10.10.11 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 holiday will be paid for the 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 holiday falls.

10.11 OVERTIME

- 10.11.1 The Employer shall compensate Overtime-eligible employees at the rate of one and one-half times (1½) 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.
- 10.11.2 Overtime will be administered in accordance with NRS 284.
- 10.11.3 For purposes of this Article, "hours worked" includes all hours in a pay status.
- 10.11.4 If Overtime is required, the Employer shall first offer Overtime to the employees at the work site who are most qualified to perform the necessary tasks.
- 10.11.5 If more than one equally qualified employee volunteers to work an Overtime assignment, the Overtime shall be assigned based on the order of highest continuous State seniority, during an emergency situation and rotated in a fair and equitable manner.
- 10.11.6 If no volunteers are available, then the Employer will designate employees who are capable and qualified to perform the work based on reverse continuous State seniority. Mandatory Overtime assignments shall be rotated in a fair and equitable manner.
- 10.11.7 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.

10.12 SHIFT DIFFERENTIAL PAY

- 10.12.1 Employees who are assigned a regular work schedule that includes working between the hours of 6:00 p.m. and 7:00 a.m. shall be paid, in addition to their regular hourly rate of pay, either \$1.50 per hour or five percent (5%) of their regular hourly rate of pay, for each hour of work between 6:00 p.m. and 7:00 a.m., whichever amount is higher.
- 10.12.2 For employees whose shift includes four (4) or more within the qualifying period as stated above, all hours of their shift shall be eligible for shift differential pay.

10.13 SPECIAL ADJUSTMENTS TO PAY

10.13.1 Acting Pay

10.13.1.1 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:

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

10.13.1.1.2 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.

10.13.1.2 The start of the consecutive working days will occur based on the first day the employee is actually working and has assumed the “acting” operational responsibilities.

10.13.1.3 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.

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

10.13.2 Bilingual Pay

10.13.2.1 An employee who is required 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 base rate of pay.

10.13.2.2 Employees will be certified by their Department/Division that they are assigned work based upon their bilingual skills and are eligible for the premium pay.

10.13.2.3 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 or Divisions.

10.13.3 Standby Pay

10.13.3.1 An Overtime-eligible employee is considered to be on standby status in accordance with NAC 284.218.

10.13.4 Equipment

10.13.4.1 Tools, Equipment, and Resources:

10.13.4.1.1 Employees shall receive the necessary tools, equipment, and resources necessary to their jobs, including tools, equipment, and resources in accordance with NRS and NAC 284. Departments/Divisions must approve and maintain a list of tools which are required.

10.13.4.2 Tool Allowance:

10.13.4.2.1 Employees eligible to receive a Tool Allowance as certified by their job classification and/or their Department/Division shall receive one thousand two hundred dollars (\$1,200.00) per fiscal year, to be distributed evenly in each paycheck.

10.13.4.3 Reimbursement for the use, loss, theft, or breakage of tools greater than one thousand dollars (\$1,000.00) shall be affected in accordance with NAC 284.294 (2).

Article 11. Leave

PART A – PAID LEAVE

11.1 ADMINISTRATIVE LEAVE

11.1.1 The Employer has the right to place an employee on paid Administrative Leave.

11.1.2 An employee on paid Administrative Leave is required to be available to their supervisor during their leave.

11.2 ANNUAL LEAVE

11.2.1 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 of banked Annual Leave.

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

11.2.3 **Accrual**

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

11.2.3.1.1 Employees with zero (0) to nine (9) years of full-time continuous service will accrue ten

11.2.3.1.2 (10) hours of Annual Leave per month.

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

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

11.2.3.1.5 Part-time employees will accrue Annual Leave on a pro-rated basis for hours worked during a pay period.

11.2.3.2 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.

11.2.4 **Annual Leave Usage**

11.2.4.1 Employees must submit Annual Leave requests in writing using the administrative program utilized by the Appointing Authority.

11.2.4.2 Requests for Annual Leave will be approved or denied by the Department/ Division as soon as practicable but no later than fifteen (15) calendar days after the request is received. It is the requesting employee's responsibility to ensure their Annual Leave request has been received by their Department/ Division.

11.2.4.3 Unless the parties negotiate otherwise during supplemental negotiations, leave shall be granted on a first come – first serve basis.

11.2.5 **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, up to (40) hours per instance, so long as after cash out they have a remaining balance that is greater or equal to two hundred (200) hours of banked Annual Leave.

11.2.5.1 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 six (6) months of continuous full-time service.

- 11.2.5.2 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.

11.3 CATASTROPHIC LEAVE

- 11.3.1 An employee may qualify for Catastrophic Leave if they or a member of their immediate family is affected by a serious illness, accident, or motor-vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.
- 11.3.2 In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.
- 11.3.3 An employee may donate to their specific employing Departmental/Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.
- 11.3.4 Employees are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

11.4 CIVIL LEAVE (JURY DUTY)

- 11.4.1 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.
- 11.4.2 When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the employee's work schedule according to one (1) of the alternative work schedules below.
 - 11.4.2.1 Working Prior to Jury Duty Reporting Time
 - 11.4.2.1.1 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,

11.4.2.2 Working After Jury Duty Reporting Time

11.4.2.2.1 If the employee is assigned to the graveyard shift and is 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. Employees 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.

- 11.4.3 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.
- 11.4.4 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.
- 11.4.5 No civil or criminal case in which the employee has a personal interest shall be covered by this Section of the Agreement.

11.5 INTERVIEW LEAVE

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

11.6 COMPENSATORY TIME

- 11.6.1 As defined in Article 10, Compensation.

11.7 HOLIDAYS

- 11.7.1 Employees will be provided the following paid non-working holidays per year, pursuant to NRS 236.015:
 - 11.7.1.1 New Year's Day - January 1
 - 11.7.1.2 Martin Luther King Jr.'s Birthday - Third Monday in January
 - 11.7.1.3 Presidents' Day - Third Monday in February
 - 11.7.1.4 Memorial Day - Last Monday in May
 - 11.7.1.5 Juneteenth – June 19
 - 11.7.1.6 Independence Day – July 4
 - 11.7.1.7 Labor Day – First Monday in September
 - 11.7.1.8 Nevada Day Observed – Last Friday in October
 - 11.7.1.9 Veterans' Day - November 11
 - 11.7.1.10 Thanksgiving Day - Fourth Thursday in November
 - 11.7.1.11 Family Day - The Friday immediately following the fourth Thursday in November
 - 11.7.1.12 Christmas Day - December 25

11.7.2 Holiday Observance Days

- 11.7.2.1 For full-time employees with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday, the succeeding Monday will be observed as the holiday.
- 11.7.2.2 For full-time employees who do not have a Monday through Friday work schedule, when a designated holiday falls on their scheduled workday, that day will be considered the holiday. When a designated holiday falls on the employee's RDO, the Department/Division will treat the employee's workday immediately before or immediately after as the holiday.
- 11.7.2.3 An employee may request an alternate day off as their holiday if the requested day off falls within the same pay period as the holiday. The Department/Division may approve or disapprove the request.
- 11.7.2.4 The holiday for graveyard shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Department/Division. The holiday will start either at the beginning of the scheduled graveyard shift that begins on the calendar day designated as the holiday, or the beginning of the shift that precedes the calendar day designated as the holiday.
- 11.7.2.5 The holiday for graveyard shift employees will be the same for all graveyard shift employees in a facility.

11.7.3 Holiday Compensation Rules

- 11.7.3.1 Part-time employees who begin employment before and remain employed after the designated holiday will be compensated in cash or Compensatory Time for the holiday in an amount proportionate to the time they were in pay status during the month prior to the holiday.
- 11.7.3.2 Full-time employees who are employed before the holiday and are in full pay status for eighty (80) non-Overtime or non-standby hours during the pay period, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday.
- 11.7.3.3 Employees who resign, are dismissed, or are separated before a holiday will not be compensated for the holidays occurring after the effective date of the resignation, dismissal, or separation.

11.8 MILITARY LEAVE

- 11.8.1 Pursuant to NRS 281.145, employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to

exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.

- 11.8.2 Employees who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.
- 11.8.3 The twelve (12) month period will begin on the day the employee has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.
- 11.8.4 Employees will provide a copy of any orders for military duty to their Departmental/Divisional Human Resources Office.
- 11.8.5 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment & Reemployment Rights Act (USERRA).

11.9 PERSONAL LEAVE

- 11.9.1 Full time employees shall be credited with the hours equal to their regularly scheduled work shift for four (4) Personal Leave days each calendar year regardless of hire date.
- 11.9.2 Part-time employees shall be credited with sixteen (16) hours of Personal Leave each calendar year regardless of hire date.
- 11.9.3 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.
- 11.9.4 If an employee transfers from a position covered under this Agreement into another position covered under this Agreement, any credited and unused Personal Leave Days shall transfer with the employee.
- 11.9.5 An employee who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.
- 11.9.6 Personal Leave will expire on December 31 each calendar year. Personal Leave may not be carried over from one calendar year to the next and has no cash value upon separation from State service.

11.10 SICK LEAVE

11.10.1 Accrual

- 11.10.1.1 A full-time employee in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.
- 11.10.1.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.
- 11.10.1.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.

11.10.2 Carry Forward & Transfer

- 11.10.2.1 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.

11.10.3 Sick Leave Use

11.10.3.1 Sick Leave may be used for the following reasons:

11.10.3.1.1 Time away from work due to a personal illness, injury, mental health needs, or medical disability that prevents the employee from performing their job.

11.10.3.1.2 Time away from work to attend personal medical, mental health, or dental appointments.

11.10.3.1.3 Time away from work to care for family members as allowed under the Family & Medical Leave Act (FMLA). Family member is defined to include:

11.10.3.1.3.1 Child.

11.10.3.1.3.2 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.

11.10.3.1.3.3 Spouse.

11.10.3.1.3.4 Registered domestic partner.

11.10.3.1.3.5 Grandparent.

11.10.3.1.3.6 Grandchild.

11.10.3.1.3.7 Sibling.

11.10.3.1.4 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.

11.10.3.1.5 Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.

11.10.3.1.6 Time away from work to attend preventive health care appointments of family or household members, up to one (1) day for each occurrence,

if arranged in advance with the Department / Division.

11.10.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.

11.10.3.1.8 Time away from work to be with member(s) of the employee's household who experience injury or illness.

11.10.4 Sick Leave Reporting, Certification, & Verification

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

11.10.4.2 An employee returning to work after a Sick Leave absence involving a non-industrial injury that may affect the employee's 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. Employees will be given sufficient notice for a requirement of documentation prior to returning.

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

11.10.5 Sick Leave Call-in for Employees in a Position Requiring Relief

11.10.5.1 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, not less than one and one-half (1½) hours prior to their scheduled time to report to work.

11.10.6 Sick Leave Abuse

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

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

- 11.10.6.3 When a supervisor suspects Sick Leave abuse, they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.
- 11.10.6.4 If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article 19, Discipline.
- 11.10.6.5 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.

11.11 UNION LEAVE

- 11.11.1 See Article 25, Union Rights.

11.12 WORK-RELATED INJURY (WORKERS' COMPENSATION)

11.12.1 General Provisions

- 11.12.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 11.12.1.2 If an employee incurs a work-related injury or illness they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.
- 11.12.1.3 Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the DHRM Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.
- 11.12.1.4 The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.
- 11.12.1.5 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly.

11.12.1.6 The Employer will abide by Federal and State law regarding work-related injury and illness.

11.12.2 Compensable Work-Related Injury or Illness Leave

11.12.2.1 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.

11.12.2.2 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 benefit compensation equal to full pay.

11.12.3 Return-to-Work

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

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

PART II – UNPAID LEAVE

11.13 BENEFITS RELATING TO DOMESTIC VIOLENCE

11.13.1 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.

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

11.13.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,

11.13.2.2 Obtain counseling or assistance; and/or,

11.13.2.3 Participate in any related court proceedings; and/or,

11.13.2.4 Establish a safety plan.

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

11.14 BEREAVEMENT LEAVE

- 11.14.1 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.
- 11.14.2 Employees may use Sick Leave during their time away from work for bereavement.
- 11.14.3 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 / Division.

11.15 LEAVE WITHOUT PAY (LWOP)

- 11.15.1 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.

11.16 LEAVE OF ABSENCE WITHOUT PAY

- 11.16.1 A leave of absence without pay may be approved for up to one (1) year by a Department / Division head, or designee, for any satisfactory reason. The Personnel Commission, upon recommendation of the Department / Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.
- 11.16.2 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.

11.17 FAMILY & MEDICAL LEAVE

- 11.17.1 Consistent with the federal Family & Medical Leave Act of 1993 (FMLA) and any amendments thereto, and the Nevada State Family Leave Act (NFLA), an employee who has worked for the Employer for at least twelve (12) months and has been in full paid status, excluding paid leave, for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of time away from work under the FMLA in a twelve (12) month period for one or more of the following reasons a) through d):
 - 11.17.1.1 Time away from work for the birth of and to care for a newborn child, or placement for adoption or foster care of a child, and to care for that child.

- 11.17.1.2 Time away from work due to an employee's own serious health condition that requires their absence from work.
- 11.17.1.3 Time away from work to care for a spouse, child, stepchild, adopted, or foster child, parent, or registered domestic partner, who suffers from a serious health condition that requires on-site care or supervision by the employee.
- 11.17.1.4 Time away from work for a qualifying exigency when the employee's spouse, child, stepchild, adopted, or foster child of any age, or parent is on active duty or called to active-duty status of the Armed Forces, Reserves, or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- 11.17.2 Eligible employees may take up to twenty-six (26) workweeks of time away from work in a single twelve (12) month period to care for a covered service member or veteran who is suffering from a serious injury or illness incurred while deployed on active duty, provided that covered service member or veteran is the employee's spouse, child, stepchild, adopted or foster child of any age, parent, or next of kin.
- 11.17.3 During a single twelve (12) month period where an employee takes time away from work to care for a family member in the military, the employee may only take a combined total of twenty-six (26) weeks of time away from work for being a military caregiver and time away from work for any other FMLA qualifying reason(s).
- 11.17.4 The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee must be absent from work for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA covered time off.
- 11.17.5 Entitlement to time away from work for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the adopted or foster child.
- 11.17.6 The FMLA entitlement period will be a rolling twelve (12) month period measured from the date an employee begins their FMLA covered absence. Each time an employee takes time away from work during the twelve (12) month period for their FMLA approved reason, the time will be subtracted from the available allotment of twelve (12) workweeks.
- 11.17.7 The Employer will continue the employee's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of time away from work covered by the FMLA. The employee will be required to pay their share of health insurance, life insurance, and disability insurance premiums.

- 11.17.8 The Employer has the authority to designate absences that meet the criteria as FMLA covered time away from work.
- 11.17.9 Employees may use paid leave while away from work for an FMLA qualifying event. The use of any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any employee using paid leave for an FMLA qualifying event must follow the notice and certification requirements relating to that form of paid leave as stated in this Article.
- 11.17.10 The Employer may require certification from the employee's, family member's, or the covered service member's health care provider for the purpose of qualifying for time away from work under the FMLA.
- 11.17.11 The Employer will use forms designated by the United States Department of Labor (US DOL) in the administration of the FMLA.
- 11.17.12 Time away from work for an employee's or a family member's serious health condition, serious injury, or illness covered under the FMLA may be taken intermittently when certified as medically necessary.
- 11.17.13 Employees must make reasonable efforts to schedule time away from work for planned medical treatment so as not to unduly disrupt the Employer's operations. Absence due to qualifying exigencies may also be taken on an intermittent basis.
- 11.17.14 Upon returning to work after the employee's own serious health condition, the employee will be required to provide a fitness for duty (FFD) certificate from their treating health care provider.
- 11.17.15 The employee will provide the Employer with not less than thirty (30) days' notice before any absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 11.17.16 Definitions used in this Section will be in accordance with the FMLA. The parties recognize that the US DOL is working on further amendments to the FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

11.18 MILITARY LEAVE - UNPAID

- 11.18.1 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.
- 11.18.2 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

Article 12. Workplace Environment

- 12.1 The Employer and the Union agree that all employees should 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.

12.2 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.

12.3 APPEARANCE

12.3.1 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.

12.4 SECONDARY EMPLOYMENT

12.4.1 An employee has the right to engage in any activity, enterprise, or secondary employment unless such is in violation of statutory ethics requirements and/or directly conflicts with or impacts their duties with the Employer.

12.4.2 The nature of any conflict(s) or impact will be determined by the Department or Division once the employee has submitted a completed Secondary Employment Disclosure form for review, in accordance with the State Administrative Manual (SAM). If the Department or Division believes an employee's secondary employment is in conflict or impacts their primary employment in accordance with this Section, it will respond as such in writing.

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

Article 13. Performance Evaluation

13.1 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. Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position. Work standards may change from time to time and include, but are not limited to, job elements such as: quality of work; quantity of work; work habits; conducting oneself with professionalism; taking action independently; meeting work commitments; and analyzing situations and materials.

13.2 The performance evaluation process will include performance elements and standards that reflect the employee's and the Departmental or Divisional objectives. Each performance element shall have performance standards. Performance elements and standards shall be specific, attainable, relevant, measurable, and fully consistent with an employee's duties, responsibilities, and grade as described in their job description. Standards and elements will be job and outcome related, not trait related. Standards, elements, and the criteria for each rating level shall be provided to an employee in

writing at the outset of the rating period and changed during the period only after review with the employee.

- 13.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date. Performance ratings are as follows:
 - 13.3.1 Exceeds Standards.
 - 13.3.2 Meets Standards.
 - 13.3.3 Does not Meet Standards.
- 13.4 If an employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance appraisal process.
- 13.5 Standards/elements will be applied fairly, objectively, and equitably. The Employer shall take into account equipment and resource problems, lack of training, and other matters outside of an employee's control when applying standards/elements to performance. Pre-approved time away from the job including Sick Leave, Personal Leave days, Annual Leave, and authorized use of Union Representation Leave will not be considered negatively in the application of performance standards and elements. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work. Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will receive copies of each performance report and official copies will be placed in the Central Records Personnel File, and copies may be maintained in the Supervisor File and the employee's Departmental or Divisional Personnel File for reference.

13.6 PERFORMANCE EVALUATION PROCEDURE

- 13.6.1 The employee's immediate supervisor will prepare the annual performance appraisal. The preparation of each report on performance must include a discussion between the employee and their immediate supervisor. Within ten (10) working days after the discussion takes place, the employee must complete and sign the appropriate section on the report on performance and return the report to the supervisor for inclusion in the appropriate file(s).
- 13.6.2 If the employee's immediate supervisor cannot complete the performance evaluation, a second level supervisor shall prepare the performance evaluation. If the evaluating supervisor is not the immediate supervisor, the evaluating supervisor must have observed the employee's performance.
- 13.6.3 If an employee has been transferred to another supervisor prior to receiving their annual performance evaluation and an interim performance evaluation has not been given, their performance will be deemed as "meets standards."
- 13.6.4 Appraisals shall include the following:
 - 13.6.4.1 Performance rating for the rating period;

- 13.6.4.2 Specific tasks the employee needs to achieve during the next appraisal period and performance standards/elements applicable to the next period;
- 13.6.4.3 Modifications to the employee's job description, if any; and,
- 13.6.4.4 Recommendations for training to enhance the employee's skills, if any.
- 13.6.5 The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Agreement. No quotas or other limitations shall be applied to employee ratings.

13.7 COACHING & COUNSELING

- 13.7.1 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.
- 13.7.2 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.
- 13.7.3 Coaching & Counseling sessions should 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.
- 13.7.4 Coaching & Counseling sessions will be documented in the Supervisor File.

13.8 LETTERS OF INSTRUCTION

- 13.8.1 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.
- 13.8.2 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.
- 13.8.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible for the employee's activities, whenever practicable.
- 13.8.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

13.9 PERFORMANCE IMPROVEMENT PLAN (PIP)

- 13.9.1 If an employee is having documented performance issues, a meeting may be held between the Department or Division, the employee, and if the

employee desires, a Union Steward. The function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the employee meet identified work performance standards.

- 13.9.2 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 Departmental or Divisional Personnel File.

13.10 PERFORMANCE EVALUATION REVIEW

- 13.10.1 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) calendar 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 Article 20, Grievance Procedure.
- 13.10.2 Completed performance evaluations will be filed in the employee's official Central Records File and may be placed in the Departmental or Divisional Personnel File for reference.

Article 14. Training & Professional Development

14.1 GENERAL PROVISIONS

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

14.2 MANDATORY TRAINING

- 14.2.1 Employees are required to complete mandatory training courses as specified in their Department's/Division's policies and within the timelines outlined. Departments/Divisions will give employees time during their regularly scheduled workday to complete mandatory training. The Employer will provide access for all employees to take all mandatory training courses via online programs, in-person classes, or independent study courses.

- 14.2.2 Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; Internet security awareness training; and, Whistleblower Protections.
- 14.2.3 Attendance at Employer-required training will be considered time worked in accordance with Article 10, Compensation.

14.3 SPECIALIZED MANDATORY TRAINING

- 14.3.1 Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses.
- 14.3.2 Specialized mandatory training includes but is not limited to: safety-related training; equipment operation training; and CDL training.
- 14.3.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 9, Safety & Health.
- 14.3.4 Additionally, if a specific training is required to perform certain functions, only employees who have completed that training will perform that work.
- 14.3.5 Training and employee development opportunities outside of mandatory training courses may be provided within available resources.

14.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 14.4.1 The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.
- 14.4.2 For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.
- 14.4.3 The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention. The courses offered by the Risk Management Division may be available for interested and qualified employees.

14.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

- 14.5.1 Employees may request approval to attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.
- 14.5.2 Attendance at continuing education courses are considered work time in accordance with Article 10, Compensation. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.

14.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 14.6.1 Employees may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by Departments/Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.
- 14.6.2 Employees must submit a request to attend external training or professional development using the process designated by their Department/Division.
- 14.6.3 Departments/Divisions will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

14.7 PROFESSIONAL LICENSURE

- 14.7.1 Pursuant to the State Administrative Manual (SAM) section 2629, the State does not reimburse employees for costs associated with the maintenance of professional licensure, registrations, or certifications. Continuing education and training related to the maintenance of professional licensure, registration, or certifications is an allowable expense and as stated above, employees may request reimbursement for such costs.
- 14.7.2 Employees may be approved by their Department/Divisions to use work time to engage in trainings, classes, or other professional development activities necessary to maintain professional licensure, registrations or certifications and those requests shall not be unreasonably denied.
- 14.7.3 Should the SAM be amended to designate professional licensure, registrations or certifications as allowable expenses, the State will initiate a discussion with the Union regarding the applicability to employees covered under this CBA.

14.8 TRAINING RECORDS

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

14.9 MASTER COLLECTIVE BARGAINING AGREEMENT (MCBA) TRAINING

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

- 14.9.3 The Union will present the training to current Union Stewards within each bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement. The training will be considered time worked for those Union 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. The parties will agree on the date, time, number, and the names of the Union Stewards attending each session. Scheduling of MCBA training will not interfere with an employee's regular duties.

14.10 TUITION REIMBURSEMENT

- 14.10.1 Departments/Divisions may approve full or partial tuition reimbursement, consistent with Department/Division policy and within available resources.
- 14.10.2 Department/Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses, except in accordance with Department/Division policy.
- 14.10.3 Absent an agreement to the contrary, when an employee moves to another Department/Division prior to completion of an approved course, the approving Department/Division will retain the obligation for reimbursement if the course is satisfactorily completed.

Article 15. Alcohol, Drug, & Tobacco-Free Workplace

- 15.1 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.
- 15.2 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with Federal and State law.

15.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 15.3.1 The Employer offers an EAP to all employees.
- 15.3.2 An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.

15.4 TOBACCO-FREE WORKPLACE

- 15.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).
- 15.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.
- 15.4.3 Employees who wish to receive resources on smoking and tobacco cessation should visit www.nevadatobaccoquitline.com.

Article 16. Remote Work

- 16.1 The Employer and the Union agree that employees are expected to report to their officially assigned work or duty stations ready to work each scheduled workday. The parties agree that an employee's assigned work or duty station may be changed to remote from their usually assigned work or duty station. The parties also agree that some job classifications are not conducive to working away from an assigned work or duty station and therefore will not be eligible for remote work or telework.
- 16.2 If a Department/Division has a remote work or telework policy and an employee wishes to work remotely, they must request approval from their Department/Division and complete remote work or telework paperwork. If a request for remote work or telework is denied, an employee may request a written response. Such response will be provided within thirty (30) calendar days of the request.
- 16.3 If an employee is permitted to work remotely, they will be working their specified remote work schedule at a mutually agreed upon alternate worksite that is away from their official duty station pursuant to their Department's/Division's policies and procedures. If an employee's remote work agreement is rescinded, they will be given seven (7) calendar days' notice prior to that agreement being rescinded, with an explanation for why the remote work is being rescinded.
- 16.4 The parties also understand that circumstances arise that may change the working conditions and working locations for some employees. In the interest of continuing operations for the Employer, working remotely may be available as an alternative to reporting to an employee's official duty station.
- 16.5 Permission to work remotely can be rescinded at any time at the discretion of the Department/Division.
- 16.6 This Article is not subject to Article 20, Grievance Procedure.

Article 17. Reasonable Accommodation

- 17.1 The Employer and the Union will comply with all relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 17.2 The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications. These acts provide a clear and comprehensive national mandate for the elimination of discrimination.
- 17.3 Under the ADA, employment decisions must be based on an employee's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified employee with a disability to perform the essential**

functions of a job or enjoy the benefits and privileges of employment equal to those enjoyed without disabilities, without creating an undue hardship on the Employer.

- 17.4 An employee who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental or Divisional Human Resources Office or their Departmental or Divisional ADA Coordinator.
- 17.5 The Departmental or Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.
- 17.6 An employee requesting accommodation must cooperate with their Departmental or Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental or Divisional Human Resources Office or ADA Coordinator may request that the employee obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the employee may qualify.
- 17.7 All medical information disclosed to the Employer will be kept confidential.
- 17.8 In the event the Departmental or Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department or Division, as well as Employer-wide, the employee may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article 23, Separation.

Article 18. Unlawful Discrimination

18.1 Harassment & Discrimination

- 18.1.1 Discrimination, harassment, bullying, and similar behavior in the workplace will not be tolerated. If an employee believes they have been subject to these behaviors, they are encouraged to report this behavior to their supervisor and/or to their Departmental/Divisional Human Resources Office.
- 18.1.2 The Department/Division will investigate any complaint and take appropriate action, as necessary. If a complaint was filed, the employee will be noticed at the conclusion of an investigation of any findings.

18.1.3 The Employer will make available training on harassment and discrimination in electronic or in-person format. The training will be provided during work time to employees.

18.2 Sex- or Gender-Based Harassment & Discrimination

18.2.1 The Employer and the Union recognize that a positive working environment is conducive to fostering good employee morale and serves to promote staff efficiency and productivity. The Governor of the State of Nevada has declared that no employee shall engage in sex- or gender-based harassment against another employee, an applicant for employment, or any other person in the workplace and the parties agree and endorse the prevention of sex- or gender-based harassment and discrimination in accordance with all Federal and State laws, regulations, and policies of the Employer. This Section shall not be construed as the only representation of the Employer's policy on sex- or gender-based harassment. Both parties agree that this policy may be updated and reaffirmed during the term of this Agreement, and that the parties will comply with any updates therein.

18.2.2 Sex or gender-based harassment and discrimination are forms of misconduct that are unlawful and undermine the integrity of the employment relationship. Sex- or gender-based harassment and discrimination are personally offensive, debilitate morale, and, therefore, interfere with work effectiveness.

18.2.3 No employee shall be subjected to unsolicited and unwelcomed sexual overtures or conduct, either verbal, written (including digital media, i.e., email, text or digital photos or graphics), or physical.

18.2.4 No employee shall be subjected to physically or verbally harassing behavior—sexual, gendered, or neutral—because of that employee's sex, sexual orientation, gender identity, or expression.

18.2.5 No employee shall experience discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other terms, conditions, or privileges of employment.

18.2.6 An employee who engages in discriminatory behavior, or behavior that constitutes sex- or gender-based harassment, may be subject to disciplinary action up to and including dismissal.

18.2.7 When allegations of sex- or gender-based harassment or discrimination are made, the Employer will investigate them and, if substantiated, take corrective action.

18.2.8 Equal opportunity with regard to the terms, conditions, and privileges of employment is mandated under Title VII of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act of 2008, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, NRS 281.370, and numerous sections of Chapter 284 of the NRS.

18.3 Employee Responsibilities

- 18.3.1 All new employees will complete sex- or gender-based harassment prevention training within 30 (thirty) calendar days of their appointment. Thereafter, employees are required to complete sex- or gender-based harassment prevention training once every two (2) years.
- 18.3.2 A Department/Division shall not promote a person who has not completed the sex- or gender- based harassment training as described above.
- 18.3.3 Employees are responsible for ensuring they do not engage in sex- or gender-based harassment or discrimination against any other employee, client, applicant for employment, or other individual(s) with whom they have contact within the performance of their duties. Illegal behavior that is sex- or gender-based harassment includes:
 - 18.3.3.1 Making submission to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of a person’s employment; or,
 - 18.3.3.2 Making submission to or the rejection of such conduct described in Subsection a) by a person a basis of employment decisions affecting that or any other person; or,
 - 18.3.3.3 Engaging in unwelcome harassing verbal or physical behavior that occurs because of the sex or gender expression of any individual(s) and has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating or offensive work environment where:
 - 18.3.3.3.1 Harassing behavior is of a sexual nature; or,
 - 18.3.3.3.2 Harassing behavior is not sexual in nature, but is related to the sex or gender of the alleged victim or others; or,
 - 18.3.3.3.3 Harassing behavior is sex- or gender-neutral in content but occurs because of an individual’s sex or gender; or,
 - 18.3.3.3.4 Any combination of the types of behaviors described above.
- 18.3.4 Employees are responsible for cooperating in the investigation of any complaint of alleged sex- or gender-based harassment or discrimination. Employees are additionally responsible for cooperating with the efforts of their Department/Division to prevent and eliminate sex- or gender-based harassment and discrimination and for maintaining a working environment free from such unlawful conduct. Pursuant to NAC 284.650, failure to participate in any investigation of alleged discrimination, including without limitation, an investigation concerning sex- or gender-based harassment is cause for disciplinary action.

18.3.5 Federal law prohibits retaliation against employees who bring sex- or gender-based harassment or discrimination charges or assist in investigating such charges. Any employee making sex- or gender-based harassment or discrimination complaints, or that is assisting in the investigation of such a complaint, or that is otherwise engaging in protected activity will not be adversely affected in terms of their conditions of employment, nor discriminated against, disciplined, or discharged because of the complaint or their participation in any investigation.

18.3.6 Complaint Process

18.3.6.1 Employees who believe they have been subjected to or witnessed sex- or gender-based harassment or discrimination are encouraged to advise the person believed to have engaged in harassment or discrimination that the conduct is unwelcome, undesirable, or offensive.

18.3.6.2 If the employee elects not to confront the alleged harasser, or if the conduct persists after an objection, they shall, within a reasonable time, either report the incident to their supervisor or to the next level of authority in their Department/Division, or they may elect to report the incident as set forth below.

18.3.6.3 If the employee decides to follow through on a formal complaint after talking to their supervisor or next level of authority in their Department/Division, the supervisor or next level authority shall ensure that the employee completes a complaint form, and the supervisor or next level authority shall send the complaint to the DHRM’s Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU).

18.3.6.4 If the employee elects not to report the complaint as described above, they may report incidents of sex- or gender-based harassment or discrimination as follows:

18.3.6.4.1 to the coordinator within their Department/ Division designated to receive such complaints, e.g., the person identified on the “Discrimination Has No Place in the Workplace” flyer posted in the Department/ Division, the Equal Employment Opportunity (EEO) Officer, or the Departmental/ Divisional Human Resources Office; or,

18.3.6.4.2 by completing and filing a Sexual Harassment or Discrimination Complaint Form using the Department’s or Division’s employee information and timekeeping system; or,

18.3.6.4.3 by calling the DHRM's Harassment/Discrimination Hotline at (800) 767-7381.

18.3.7 All forms of complaints must be filed no later than three hundred (300) calendar days after the date of the alleged act.

18.3.8 Employees have the right to consult a Union Representative or an attorney regarding an incident of sex- or gender-based harassment or discrimination and/or to report the incident to the Nevada Equal Rights Commission (NERC) or to the Equal Employment Opportunity Commission (EEOC). An employee or other alleged victim of sex- or gender-based harassment or discrimination may go directly to the NERC or the EEOC if:

18.3.8.1 The alleged harasser is a public officer as defined in NRS 284.005; or,

18.3.8.2 The employee believes their supervisor, next level authority, an officer, director, or the Administrator of the Division of Human Resource Management, knew or should have known about the alleged harassment and failed to take appropriate steps.

18.3.9 Failure to report a claim of sex- or gender-based harassment or discrimination internally to the Employer may jeopardize the standing of any legal claim brought by an employee.

18.4 UNLAWFUL DISCRIMINATION PROCEDURE

18.4.1 An employee alleging unlawful discrimination based on any pertinent State or Federal law or regulation may report the alleged discrimination to:

18.4.1.1 The section of the Division of Human Resource Management that investigates sexual harassment and discrimination;

18.4.1.2 The Attorney General;

18.4.1.3 The employee's Appointing Authority, or designee;

18.4.1.4 An Equal Employment Opportunity Officer;

18.4.1.5 A Human Resources Officer of the Department/Division in which the employee is employed; or,

18.4.1.6 The office charged with enforcing affirmative action within the appropriate university, state college, or community college which is part of the Nevada System of Higher Education (NSHE).

18.4.1.7 The Department of Education's Office of Civil Rights at http://www2.ed.gov/about/offices/list/ocr/complaint_intro.html or (800) 421-3481

18.4.2 An employee alleging unlawful discrimination based on any pertinent State or Federal law or regulation may also file a complaint with the NERC pursuant to NRS 613.405 or the United States EEOC.

18.4.3 The Appointing Authority, or designee, of an employee who has alleged unlawful discrimination shall promptly notify the Deputy Attorney General or staff counsel assigned to represent the Department/Division of the

allegation and the actions which are being undertaken by the Department/ Division to address the allegation.

Article 19. Discipline

- 19.1 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.
- 19.2 The Appointing Authority, or designee, will investigate each incident that is subject to discipline on a case-by-case basis pursuant to this Agreement. At the conclusion of an investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the employee's conduct.
- 19.3 When discipline is necessary, a progressive disciplinary model will be used. The Employer will treat employees fairly and equitably in the application of discipline and shall fully consider mitigating factors raised by the employee whenever it disciplines an employee.

19.4 PROGRESSIVE DISCIPLINE

- 19.4.1 The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the employee's conduct or performance deficits continue.
- 19.4.2 The Employer may take the following progressive disciplinary actions against any employee, in order of severity:
 - 19.4.2.1 Oral Warning
 - 19.4.2.2 Written Reprimand
 - 19.4.2.3 Suspension Without Pay
 - 19.4.2.4 Demotion
 - 19.4.2.5 Dismissal from Service
- 19.4.3 The Employer may skip any progressive disciplinary level if it is determined that the seriousness of a first offense warrants such action.

19.5 LAST CHANCE AGREEMENT (LCA)

- 19.5.1 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.
- 19.5.2 In the event an employee continues to have documented performance issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may at their sole discretion, elect to enter into an LCA with that employee prior to executing dismissal from service.

- 19.5.3 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 Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 19.5.4 An LCA is not subject to the Grievance Procedure or any appeal process, as it is a voluntary agreement entered into between the Employer and the employee.

19.6 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

- 19.6.1 The Employer may discipline an employee for reasons related to their performance.
- 19.6.2 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.
- 19.6.3 The Employer will:
 - 19.6.3.1 Notify the employee in writing of the deficiency and provide an explanation of the Employer's position.
 - 19.6.3.2 The notice shall include:
 - 19.6.3.2.1 Specific instances of unacceptable performance by the employee on which the proposed action is based;
 - 19.6.3.2.2 The performance standards/elements of the employee's job classification involved in each specification of unacceptable performance; and,
 - 19.6.3.2.3 A description of the efforts made by the Employer to assist the employee in improving performance.
 - 19.6.3.3 Meet with the employee, and their Union Steward (if chosen) to hear the employee's explanation, unless the employee is unavailable or unwilling to meet; and,
 - 19.6.3.4 After determining the appropriate discipline, give the employee written notice of the disciplinary action to be taken, and the employee's appeal rights, and inform the employee of the effective date of the disciplinary action.

19.6.4 Performance Appraisals

- 19.6.4.1 When a report on performance is given which reports the overall rating of performance of an employee as substandard:
 - 19.6.4.1.1 The report must contain a written notice that such reports affect merit pay increases; and,
 - 19.6.4.1.2 An additional report on the performance of the employee must, in accordance with NRS

284.340(4), be filed at least once every ninety (90) days after the initial report that includes the substandard rating until the performance of the employee improves to standard or disciplinary action is taken against the employee.

19.6.4.2 If the Department/Division and the employee enter into a Performance Improvement Plan (PIP) to address the deficiencies outlined in the employee's performance evaluation, the PIP will be completed to identify the following:

19.6.4.2.1 An identification of the performance standards/elements for which performance is unacceptable;

19.6.4.2.2 A description of what the Employer will do to assist the employee and a description of what the employee must do to improve the unacceptable performance during the ninety (90) day appraisal period; and,

19.6.4.2.3 Failure to meet standards outlined in the PIP at the end of the ninety (90) day appraisal period may result in disciplinary action up to and including dismissal.

19.7 INVESTIGATIONS

19.7.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action.

19.7.2 An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee.

19.7.3 At the outset of a meeting where the Employer is investigating any employee for possible disciplinary action, the Employer's representative shall advise the employee of the nature of the meeting. If the employee reasonably believes an investigative interview may result in disciplinary action, the employee may request to have the meeting rescheduled for another reasonable time in order to secure Union representation during the interview. Under no circumstances will an investigative interview be postponed longer than ten (10) working days.

19.7.4 An employee may refuse to answer questions of a supervisor pertaining to suspected criminal conduct until the employee has obtained legal advice

and/or counsel. The employee shall be given a reasonable period of time to secure counsel.

- 19.7.5 If a supervisor meets with an employee to discuss a matter of performance or behavior, the meeting shall be held in a private location. In all cases, the Employer and the Union agree that the confidentiality of the disciplinary process shall be maintained, and disclosure of information related to the disciplinary process, or the discipline of an employee shall be limited to those individuals who have official responsibilities related to the discipline.
- 19.7.6 An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 Specificity of Charges form within ninety (90) calendar days after the employee is provided notice of the allegations, unless the Appointing Authority, or designee, requests an extension, pursuant to NAC 284.6555. The Employer must provide the employee under investigation a notice of an extension at the time the extension is approved.
- 19.7.7 At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the employee committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, will consider progressive discipline and the seriousness of the offense.
- 19.7.8 If the Appointing Authority, or designee, elects not to take disciplinary action, or if allegations related to an investigation do not result in disciplinary action, the employee will be provided with a notice that any investigation is complete and that no disciplinary action will be imposed.

19.8 PRE-DISCIPLINARY REVIEW

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

- 19.8.1.3 The Appointing Authority, or designee, will conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, will render the final decision.
- 19.8.2 At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may inspect any evidence in the possession of the Department/Division and submit a response. The Department or Division must consider any such response before making a recommendation to impose punitive action against the employee.
- 19.8.3 The employee may request Administrative Leave with pay for up to forty (40) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal from service. This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet together to discuss the proposed disciplinary action. The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 19.8.4 The employee may respond both orally and in writing at the Pre-Disciplinary Review.
- 19.8.5 The employee must be given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review and notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

19.9 CONFIDENTIALITY

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

19.10 GRIEVANCES OF DISCIPLINARY ACTION

- 19.10.1 An employee may file a grievance relative to disciplinary action under Article 20, Grievance Procedure within twenty (20) working days, or file an appeal to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390.
- 19.10.2 Once an employee has properly filed a grievance under Article 20, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

Article 20. Grievance Procedure

- 20.1 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.
- 20.2 "Grievance" means an act, omission, or occurrence that an employee believes to be an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to, compensation, working hours, working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, or regulation relating to the employee's employment, imposition of discipline, or other adverse personnel actions.
- 20.3 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:
- 20.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 18, Unlawful Discrimination.
 - 20.3.2 A change in classification or the allocation of positions (NRS 284.165)
 - 20.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
 - 20.3.4 A denial of Catastrophic Leave (NRS 284.3629)1
 - 20.3.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641)
- 20.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.
- 20.5 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:
- 20.5.1 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 the adjustment of the grievance is not inconsistent with the provisions of the CBA or any supplemental bargaining agreement then in effect.
- 20.6 If the grievant requests the services of an exclusive representative to aid them in the grievance process, the grievant and the exclusive representative shall be present at all meetings regarding the grievance with management.

- 20.7 Employees who decline the Union’s representation assume full responsibility for their grievance and the Union is relieved of its duty to represent those employees.
- 20.8 Grievances must be filed in writing within twenty (20) working days after the date of the incident giving rise to the alleged grievance or the date the grievant or the Union became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance.

20.9 FILING AND PROCESSING A GRIEVANCE

20.9.1 Procedure

- 20.9.1.1 Except as otherwise provided below, the procedure to resolve grievances set forth in this Article is the exclusive means available for resolving grievances.
- 20.9.1.2 An employee in a bargaining unit who has been dismissed, demoted, or suspended may pursue a grievance related to that dismissal, demotion, or suspension through: the grievance procedure provided in this Article; or the procedure prescribed by NRS 284.390.
- 20.9.1.3 An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through: the grievance procedure provided in this Article; or the procedure prescribed by NRS 288.115.
- 20.9.1.4 Catastrophic Leave shall be processed in accordance with NRS 284.3629 et. seq., however, in the event of an adverse decision by the Catastrophic Leave Committee, the employee may choose to file a grievance under this Article beginning at Step 5.
- 20.9.1.5 Once the employee has filed a grievance in writing under the procedure described in this Article or has requested a hearing under NRS 284.390 or has filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.

20.9.2 Contents of Grievance & Recipients of Grievance

- 20.9.2.1 The written grievance must be submitted via the Employer’s electronic reporting system and must include the following information:
 - 20.9.2.1.1 The name of the grievant.
 - 20.9.2.1.2 The grievant’s job classification, Department, Division, and Section.
 - 20.9.2.1.3 The grievant’s contact information.
 - 20.9.2.1.4 The date, time, and place of the incident leading to the grievance and a statement setting forth with particularity the pertinent facts surrounding the nature of the grievance.

20.9.2.1.5 The name(s) of any witness(es) to the alleged incident.

20.9.2.1.6 The specific Article, Section, and Subsection of the Agreement alleged to have been violated; and/or the specific NAC or NRS alleged to have been violated.

20.9.2.1.7 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution.

20.9.2.1.8 The specific remedy sought by the grievant.

20.9.2.1.9 The name and contact information for the grievant's representative(s), if any.

20.9.2.2 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed in writing via the Employer's electronic grievance reporting system and sent to the employee's immediate supervisor at Step 1, with a notification provided to the Union via laborrelations@nvafscme.org.

20.9.2.3 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 2.

20.9.3 Modifications to a Grievance

20.9.3.1 No new allegations may be raised or added to the grievance after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer. However, the employee may amend their grievance filing after consultation with the Union, provided no new allegations are included with the amended grievance.

20.9.4 Consolidation of Grievances

20.9.4.1 The Employer and Union may, jointly agree to consolidate grievances arising out of the same set of facts.

20.9.5 When Resolution of a Grievance Becomes Binding

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

20.10 INFORMAL RESOLUTION OF A GRIEVANCE

20.10.1 General Provisions

20.10.1.1 The parties should make every reasonable effort to resolve the grievance through informal discussions.

20.10.1.2 If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

20.10.2 Informal Mediation

- 20.10.2.1 Any time during the grievance process Steps 1 through 3, by mutual written agreement between the grievant/Union and Employer, the parties may request an informal mediation session through the DHRM to resolve a grievance. During informal mediation, the timelines for grievances are suspended.
- 20.10.2.2 If informal mediation does not result in a resolution, an employee may return to the grievance process laid out in this Article and the timelines resume.

20.11 WITHDRAWAL OF A GRIEVANCE

- 20.11.1 Grievances may be withdrawn by the grievant/Union at any step of the grievance procedure with prejudice.

20.12 STEPS IN THE GRIEVANCE PROCEDURE

- 20.12.1 Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant/Union and Employer.

20.12.1.1 Step 1 - Immediate Supervisor

20.12.1.1.1 Step 1 of the grievance process is the attempt by the grievant and their representative, if any, and the grievant's immediate supervisor to resolve the dispute. The supervisor shall meet or confer by telephone or in person with the grievant and their representative, if any, and will issue a response in writing within ten (10) working days following receipt of the grievance, absent extenuating circumstances. A copy of the immediate supervisor's response to the grievance will be provided to the Union via laborrelations@nvafscme.org

20.12.1.2 Step 2 - Division Administrator

20.12.1.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may choose to escalate the written grievance via the Employer's electronic grievance reporting system to their Division Administrator, with a notification provided to the Union via laborrelations@nvafscme.org within ten (10) working days from the date of the written response from the immediate supervisor.

20.12.1.2.2 The Division Administrator shall meet or confer by telephone or in person with the grievant and their representative, if any, and will issue a response in writing within ten (10) working days following receipt of the

grievance, absent extenuating circumstances. A copy of the Division Administrator response to the grievance will be provided to the Union via laborrelations@nvafscme.org.

20.12.1.2.3 If the grievant wishes to escalate the grievance to the next step they or their representative, if any, must do so in writing via the Employer's electronic grievance reporting system within ten (10) working days from the date of the written response from the Division Administrator.

20.12.1.3 Step 3 - Department Head, or Designee

20.12.1.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may escalate the written grievance to the Department head, or designee, via the Employer's electronic grievance reporting system with a notification provided to the Union via laborrelations@nvafscme.org.

20.12.1.3.2 The Department head, or designee, will attempt to meet or confer by telephone or in person with the grievant and their representative, if any, and will issue a response in writing within ten (10) working days following receipt of the grievance. A copy of the Division Administrator response to the grievance will be provided to the Union via laborrelations@nvafscme.org.

20.12.1.3.3 If the grievant wishes to escalate the grievance to the next step they must do so within ten (10) working days of the due date of the written response of the Department Head, or designee.

20.12.1.4 Step 4 – Formal Mediation

20.12.1.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may escalate the grievance to the Labor Relations Unit (LRU) within twelve (12) working days of receipt of the Step 3 decision, with a notification to the Union via laborrelations@nvafscme.org The LRU will attempt to meet or confer by telephone with the grievant and their representative, if any,

to determine whether any resolution may be reached prior to Step 5 of this process.

20.12.1.4.2

The LRU may request formal mediation with the parties and will facilitate scheduling the Federal Mediation & Conciliation Service (FMCS) and the grievant and their representative, if any. The formal mediation session shall be scheduled as soon as practicable considering the schedules of the Mediator and the parties.

20.12.1.4.3

The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the formal mediation session. Any agreement reached during mediation to resolve the grievance will be memorialized in writing and include any necessary timelines. In the event a Department/Division does not comply with the mediated agreement, the grievant or their representative, if any, will submit an inquiry to the LRU. If, after the LRU has answered the inquiry, the Department/Division continues to fail to comply with the terms of the mediated agreement, the grievant may file a grievance which shall be filed at Step 3.

20.12.1.4.4

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

20.12.1.5 Step 5 – Arbitration

20.12.1.5.1

If the grievance is not resolved at Step 4, the grievant or their representative, if any, may escalate the grievance to Step 5. The grievant or their representative, if any, will file a demand to arbitrate the dispute with the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service

(FMCS) within thirty (30) working days of the conclusion of the Step 4 process. A copy of the demand will be filed with the DHRM LRU. The LRU will facilitate the scheduling of any arbitration proceedings between the grievant and their representative, if any, and the Employer.

20.12.1.5.2 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. The LRU will facilitate the scheduling of any arbitration proceedings between the grievant and the Employer.

20.13 ARBITRATION PROCEDURE

20.13.1 General Provisions

20.13.1.1 The demand for arbitration must be filed with the AAA or FMCS within thirty (30) working days of the conclusion of the formal mediation session.

20.13.2 Selecting an Arbitrator

20.13.2.1 The LRU will facilitate the selection of an Arbitrator by mutual agreement or by alternatively striking names supplied by the AAA or FMCS and will follow the Labor Arbitration Rules of the AAA or FMCS unless they agree otherwise in writing.

20.13.3 Authority of the Arbitrator

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

20.13.3.2 If the subject grievance involves the review of a suspension, demotion, or dismissal from State service, the Arbitrator must determine the reasonableness of the Department's / Division's decision by conducting a review in accordance with Nevada law in effect at the time of the Department's/Division's decision.

20.13.3.3 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.

- 20.13.3.4 The decision of the Arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may interpret and apply the terms of such Agreement and provide appropriate relief.
- 20.13.3.5 Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses and the cost of obtaining the names of arbitrators from the AAA or the FMCS. If the selected arbitrator is unavailable within (90) calendar days of their selection, the parties may, by mutual agreement, chose another arbitrator from the same list.
- 20.13.3.6 The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the standard set forth in the Uniform Arbitration Act. Decisions of the Arbitrator shall be enforced as quickly as can be affected after receipt by both parties.

20.14 ATTENDANCE AT MEETINGS

- 20.14.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings scheduled in accordance with this Article.
- 20.14.2 An employee will be allowed reasonable time to travel to and from the meetings referenced above. Time spent traveling during the employee's non-work hours to attend meetings referenced above will not be considered work time.
- 20.14.3 An employee must provide at least two (2) working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting. Ten (10) working days' notice is required prior to a mediation session or arbitration. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized, in writing, to do so by the Department/Division.

20.15 SUCCESSOR CLAUSE

- 20.15.1 Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of the Agreement under which it was filed.

20.16 TIMELINES

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

20.16.2 Failure to Meet Timelines

20.16.2.1 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.

20.16.2.2 Failure by the Employer to comply with the timelines will entitle the grievant or their representative, if any, to move the grievance to the next step of the procedure.

20.17 GRIEVANCE FILES

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

20.18 MISCELLANEOUS

20.18.1 Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings.

20.18.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of the parties.

20.18.3 The issue of whether a grievance may be properly raised by the Department / Division at any step of the grievance procedure. An Arbitrator will decide issues regarding whether a grievance may be subject to arbitration under this Article. .

20.18.4 The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement.

Article 21. Union/Management Dispute Resolution

21.1 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.

21.2 THE EXECUTIVE DEPARTMENT

21.2.1 The State of Nevada, also referred to as the “Employer,” 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 288. As the certified units span multiple State Departments or Divisions, no single State Department or Division has this authority absent the involvement and approval of the LRU.

21.3 THE UNION

21.3.1 Units A, E, F, and I have designated the American Federation of State, County, & Municipal Employees (AFSCME) 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 Units A, E, F, and I under NRS 288.

21.4 DISPUTE RESOLUTION

21.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to the LRU at laborrelations@admin.nv.gov or to AFSCME, at laborrelations@nvafscme.org, respectively.

21.4.2 The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments or Divisions to foster and support Union/Management relations or to discuss issues that arise. However, communications with a single Department or Division are not formal collective bargaining communications under NRS 288.

21.5 UNION GRIEVANCES

21.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. 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 this Agreement prior to filing formal complaints with a judicial body, such as the EMRB or a Court.

21.5.2 In the event the Union has a dispute 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 Grievance Procedure of this Agreement, beginning at the formal mediation step. Such grievance should also be copied to the Department or Division within which the Union has identified their grievance, if any.

21.6 SUCCESSOR CLAUSE

21.6.1 Union Grievance(s) filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

Article 22. Layoff & Reemployment

22.1 LAYOFF

22.1.1 The Employer may lay off employees whenever it is determined to be necessary because of a position being abolished, lack of work, lack of

funds, or other reasons that do not reflect discredit on the services of the employees.

- 22.1.2 A Department or Division shall identify positions for purposes of a layoff.
- 22.1.3 For the purposes of this Article, divisions within the DHHS and NSHE are considered to be Departments.
- 22.1.4 Such positions may be identified on the basis of any factors consistent with this Article.
- 22.1.5 The Department or Division will notice employees affected by the layoffs and the Union of intended layoffs within thirty (30) calendar days of the effective date of layoffs.
- 22.1.6 The order of layoff due to reduction in force shall be in the following order:
 - 22.1.6.1 Emergency employees.
 - 22.1.6.2 Temporary employees.
 - 22.1.6.3 Provisional employees.
 - 22.1.6.4 Probationary employees.
- 22.1.7 If additional reductions are necessary, permanent employees will be transferred, take a voluntary demotion, or be laid off in descending order of seniority in the job classifications identified for lay off.
- 22.1.8 Employees affected by the layoff shall be provided rights pursuant to NRS 286.3007.
- 22.1.9 Transfers**
 - 22.1.9.1 If an employee is eligible to transfer, they will be provided the position and location where they have a right to transfer.
 - 22.1.9.2 An offer of a transfer must be responded to in writing within five (5) working days of receipt of the offer.
 - 22.1.9.3 An employee who transfers will be paid at the same grade and step they held in their pre-transfer position.
- 22.1.10 Voluntary Demotions**
 - 22.1.10.1 If an employee is eligible to take a voluntary demotion, they will be provided the position and location where the voluntary demotion is situated.
 - 22.1.10.2 An offer of a voluntary demotion must be responded to in writing within five (5) working days of receipt of the offer.
 - 22.1.10.3 If an employee accepts a voluntary demotion, they will be paid at a step in the grade of the class to which they were demoted which is equal to or less than the base rate of pay from which they were demoted, but not greater than the highest step of the class to which they were demoted.
- 22.1.11 Layoff**
 - 22.1.11.1 An affected permanent employee shall be compared for the purposes of seniority relative to layoff only with other employees in the same Department or Division affected by the reduction in force.

22.2 REEMPLOYMENT

- 22.2.1 Former employees who were in permanent status at the time of separation by a reduction in force shall have reemployment rights within the classified service, for a period of two (2) years, in accordance with this Article.
- 22.2.2 It is the responsibility of the employee to update their contact information for the purpose of remaining on the reemployment list.
- 22.2.3 After three (3) unsuccessful documented attempts by the Employer to contact a former permanent employee for reemployment within a fourteen (14) calendar day period, the former permanent employee's name will be removed from the reemployment list.
- 22.2.4 Former permanent employees shall be offered reemployment from layoff in order of seniority based on continuous State service date.
- 22.2.5 Former permanent employees will first be offered reemployment in the class or a comparable class and pay grade in the Department and geographical area from which they were laid off, if available.
- 22.2.6 If no comparable position exists in their geographical area, the employee will be offered a comparable position in a different geographical area, if available.
- 22.2.7 Former permanent employees may be offered a reemployment position in a lower class and pay grade as that held at the time of their separation, provided they have made application for said position and they meet the minimum qualifications.
- 22.2.8 If an employee is offered and accepts reemployment in a lower class and pay grade than that held at the time of layoff, they will remain on the reemployment lists for all classes and pay grades for which they expressed interest and meet the minimum qualifications, up to and including the class and pay grade held at layoff.
- 22.2.9 Former permanent employees may be offered reemployment from layoff to positions within Departments other than the Department from which they were laid off.
- 22.2.10 The position offered for reemployment in a different Department must be in the same class or comparable class and pay grade, or a lower class and pay grade than that held at the time of the former permanent employee's separation, provided they have made application for said position and meet the minimum qualifications.
- 22.2.11 When a Department intends to fill a position and there are more than one eligible former permanent employees with reemployment rights under this Article, the Department shall select the former permanent employee who has the highest continuous State seniority.
- 22.2.12 A former permanent employee who is offered reemployment must respond within seven (7) business days after the date of the offer letter, or after electronic mail has been sent.

- 22.2.13 If the former permanent employee was subject to a background check, polygraph, and/or psychological examination upon initial appointment, when recalled to their former job classification within the Department from which they were laid off they will be subject to a pre- reemployment background check, a polygraph, and/or psychological examination.
- 22.2.14 The recalled employee must report for duty on the date agreed to between the Employer and the employee or be considered to have abandoned their reemployment rights.
- 22.2.15 An employee who is reemployed under this Article is entitled to the restoration of the accrued and unused Sick Leave remaining in their account at the time of layoff for which they did not receive payment.
- 22.2.16 An employee who is reemployed under this Article is entitled to buy back up to the balance of the Annual Leave for which they received payment in a lump sum on the date of layoff. The rate of pay at which the employee is reemployed applies to the buying back of Annual Leave. An employee who is reemployed under this Article accrues Annual Leave at a rate based on their total State service. The employee may use the Annual Leave immediately upon accruing it.

22.3 SENIORITY DATE WHEN REEMPLOYED

- 22.3.1 If an employee is reemployed under this Article, there will be no change to their continuous State service date.

Article 23. Separation

23.1 RESIGNATION

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

23.2 DISABILITY SEPARATION

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

23.2.2 Reinstatement from Disability Separation

23.2.2.1 Employees who have been separated from service due to a disability may be eligible for reinstatement if they have recovered from the condition under which they were separated from service. Upon reinstatement, all conditions of employment for that employee at the time of separation shall also be reinstated, to the extent practicable.

23.3 DISABILITY RETIREMENT

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

23.3.2 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.nvpers.org.

Article 24. Union/Management Communication Committees

24.1 PURPOSE

24.1.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

24.2 DEPARTMENT OR DIVISION-LEVEL COMMITTEES

24.2.1 Department or Division-level Statewide Union/Management Communication Committees will be established to discuss and exchange Department or Division-specific information of a group nature and general interest to both parties.

24.2.2 The discussion and exchange of information pertaining to a local or Department or Division matter will be addressed to the lowest level Committee. In the event there is not a Committee below the Department or Division level, such matters will be addressed at the Department or Division level.

24.3 AD HOC COMMITTEES

- 24.3.1 Committees to address specific issues may be established by mutual agreement at a Department or Division level Committee.
- 24.3.2 Local and sub-Department or Division-level Committees may only be established by mutual agreement at a Department or Division-level Statewide Committee meeting and mutually agreed upon by the parties.

24.4 SAFETY COMMITTEES

- 24.4.1 The Employer and the Union may establish Joint Safety Committees according to this Article and Article 9, Safety & Health.

24.5 SCOPE OF AUTHORITY FOR COMMITTEES

- 24.5.1 All Committee meetings established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings.
- 24.5.2 For Committees established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.
- 24.5.3 Committees have no ability to take any action, are not open to the public, and the parties agree that there is no intent for the Committees under this Agreement to be public bodies under NRS 241.

Article 25. Union Rights

25.1 EMPLOYEE RIGHTS

25.2 RIGHT TO UNION MEMBERSHIP

- 25.2.1 Employees have the right to become a member of the Union.

25.3 RIGHT TO UNION REPRESENTATION

- 25.3.1 Employees have the right to Union representation. Union representation may be requested on matters an employee feels adversely affects 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 for an unreasonable period of time.
- 25.3.2 The right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

25.4 UNION RIGHTS

25.4.1 Union Representatives are employees of the Union, not the State of Nevada. Authorized Union Representatives shall have access to and be admitted to non-public areas of Employer worksites during working hours as delineated below, subject to reasonable security and operational requirements. Such access shall be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement including interviewing grievants and attending grievance hearings/conferences.

25.5 ACCESS FOR UNION REPRESENTATIVES

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

25.5.2 Whenever practicable, the Union Representatives will give notice to the Employer that they will be on site no later than forty-eight (48) hours prior to their arrival.

25.5.3 The Employer reserves the right to restrict access to Department/Division premises if the Union's request for access is unreasonable or interferes with business need or operations or is in conflict with Department/Division policy.

25.5.4 In accordance with this Article, Union Representatives and bargaining unit employees may also meet in non-work areas, or other Employer-designated areas, during the employee's meal breaks, rest periods, and before and after their shifts.

25.6 BULLETIN BOARDS

25.6.1 The Employer will maintain bulletin board(s), or space on existing bulletin boards currently provided, to the Union for Union communication. In facilities where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places, including on web-based forums if available.

25.6.2 The Union shall be responsible for all items posted on the bulletin board.

25.6.3 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. In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.

25.6.4 Union communications will not be posted in any other location on Department / Division premises.

25.6.5 The Union may be permitted to place and distribute materials at mutually agreed to locations frequented by employees, before and after work, and during meal breaks and rest periods.

25.7 USE OF STATE FACILITIES & EQUIPMENT

25.7.1 Meeting Space & Facilities

25.7.1.1 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 with prior written authorization of the Employer.

25.7.2 Supplies & Equipment

25.7.2.1 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 the 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/Division business.

25.7.3 Email, Fax Machines, the Internet, & Intranets

25.7.3.1 Employees may use State-operated email to request Union representation from a Union Representative or a Union Steward. Union Stewards and Union Representatives may use State-owned/operated equipment, including State email, to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 20, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

25.7.3.1.1 Result in little or no cost to the Employer.

25.7.3.1.2 Be brief in duration and frequency.

25.7.3.1.3 Not interfere with the performance of their official duties.

25.7.3.1.4 Not distract from the conducting of State business.

25.7.3.1.5 Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.

25.7.3.1.6 Not compromise the security or integrity of State information or software.

25.7.3.1.7 Not include general communication and/or solicitation with employees.

- 25.7.3.2 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. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.
- 25.7.3.3 The employer will make every effort to ensure employees have access to information regarding PERS, the PEBP, State of Nevada Risk Management, and State of Nevada Human Resources.

25.8 UNION STEWARDS

- 25.8.1 Employees employed by the State of Nevada 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.
- 25.8.2 The Union shall notify the DHRM LRU of any changes within five (5) business days.
- 25.8.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not be unreasonably denied.
- 25.8.4 Representational duties will be coded to Union Leave on the Union Steward’s timecard.

25.9 TIME AWAY FROM WORK FOR UNION ACTIVITIES – UNION LEAVE

- 25.9.1 Union Stewards and other Union designated employees covered under this agreement may be allowed to access Union Leave to attend Union-sponsored meetings, training sessions, conferences, conventions, and for representational matters. If Union Leave is not available the employee may elect to attend Union events with annual leave, compensatory time or leave without pay, and requests for such leave shall not be unreasonably denied. Time away from work for these activities must be approved in advance and in writing by their Department / Division or the DHRM Administrator, or designee.
- 25.9.2 The employee’s time away from work will not interfere with the operating needs of the Department / Division, as determined by the Employer.
- 25.9.3 The Union will provide the Department / 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 no later than fourteen (14) working days prior to the

activity .The Employer will respond to the leave request within five (5) working days of the request.

- 25.9.4 Effective July 1, the Union will have an aggregate pool of three thousand (3,000) hours to draw from for Union Leave. The pool of hours does not roll over from fiscal year to fiscal year. Should the Union exhaust all hours in the pool prior to the end of the fiscal year, they must submit a notification in writing to the DHRM LRU for additional hours. Upon request, the Labor Relations Unit will provide the Union with a quarterly update on the usage of Union Leave hours and the remaining balance of Union Leave hours.
- 25.9.4.1 A 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 / Division.
- 25.9.4.2 Union Leave will be considered for approval or disapproval by the Department / Division within five (5) working 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 / Division for consideration. On occasions when Stewards are required for representational meetings and prior notice is not practicable, the Stewards time will be charged to Union Leave after the fact.
- 25.9.4.3 No Overtime or Compensatory Time will be incurred as a result of the use of Union Leave.
- 25.9.4.4 Union Stewards and other union designated employees are responsible for coding their time appropriately when using Union Leave.
- 25.9.4.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established processes to the DHRM LRU as soon as practicable and include a list of all bargaining unit employees on whose behalf the request is being made. Employees on the Union's bargaining team may be released, for all scheduled bargaining dates and reasonable preparation dates, as submitted by the Union. Department's/Divisions may not unreasonably deny leave requests for collective bargaining.
- 25.9.4.6 The DHRM LRU will notify the appropriate Departments/Divisions with a list of the names of employees approved for Union Leave to participate in collective bargaining and all dates for which they are approved.

25.10 NEW EMPLOYEE ORIENTATION

- 25.10.1 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.
- 25.10.2 In the event the Employer does not hold a formal orientation or does not provide the Union with a timely notice of a new employee orientation within thirty (30) 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 / Division and operational needs. If necessary, the Union Representative, Union Steward, or other Union designated employee will be able to use State-owned equipment to facilitate this introduction to the Union.
- 25.10.3 The Employer will provide access to Union materials to new employees.

25.11 INDEMNIFICATION

- 25.11.1 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 such as Union Leave, access to new employees, disbursement of Union materials, Union training, and conferences.

Article 26. Mid-Contract Bargaining

- 26.1 The Employer will satisfy its collective bargaining obligation before making changes to conditions of employment.
- 26.2 The Employer, through the DHRM LRU, will notify the Union of the proposed change(s) in writing, citing this Article. The written notice will include:
 - 26.2.1 A description of the intended change, including information relevant to the impacts of the change on bargaining unit employees, and a list of the job classifications and names of affected employees known.
 - 26.2.2 Where the change will occur; and,
 - 26.2.3 The date the Employer intends to implement the change.
- 26.3 Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiation over the proposed change(s). The written notice requesting bargaining must be filed with the DHRM LRU at laborrelations@admin.nv.gov. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. In the event the Union does not request negotiations

within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussion or bargaining.

- 26.4 The parties, through the DHRM LRU, will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.
- 26.5 Only when the parties agree to negotiate a successor Agreement due to expiration will the entire Agreement be eligible for reopening for negotiation.

Article 27. Department or Division-Specific Bargaining

- 27.1 During open negotiations for this Agreement, the Employer and the Union may identify items that are suited for Department or Division-specific bargaining.
- 27.2 Proposals for Department or Division-specific bargaining must be both Department or Division-specific and non-compensation.
- 27.3 Any tentative agreements reached by the parties will be appended to the MCBA as a supplemental agreement upon approval by the Board of Examiners.
- 27.4 For subsequent contracts, the Union will provide its Department or Division-specific proposals to the DHRM LRU via laborrelations@admin.nv.gov by September 1 of an even numbered year beginning in 2022, or the first workday thereafter.
- 27.5 The Employer will provide its Department or Division-specific proposals and/or counterproposals to the Union by October 1 of an even numbered year, or the first workday thereafter.
- 27.6 Any tentative agreements reached during Department or Division-specific negotiations will be provided to the chief negotiators of the Employer and the Union by November 30 of an even numbered year for inclusion in the full MCBA.
- 27.7 IMPASSE**
- 27.7.1 Should the parties fail to reach an agreement by February 1 of an odd numbered year, either party may declare impasse. The parties agree to seek mediation to resolve the impasse.

Article 28. Political Activity

- 28.1 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:

- 28.1.1 Directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving, any assessment, subscription, or 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.
- 28.1.2 Engage in political activity during working hours to improve the chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay.
- 28.2 The Federal Hatch Act prohibits certain types of political activity on the part of State employees whose principal employment is in a federally funded program.
- 28.3 No bargaining unit member will be required to participate in political activity of any fashion. No bargaining unit member will be required to be present at any political meeting or event, either on or off duty.

Article 29. Disclosure of Improper Governmental Action

- 29.1 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:
 - 29.1.1 In violation of any State law or regulation; or,
 - 29.1.2 An abuse of authority; or,
 - 29.1.3 Of substantial and specific danger to the public health or safety; or,
 - 29.1.4 A gross waste of public money.
- 29.2 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.
- 29.3 The Employer will take any disclosure of improper governmental action very seriously. If a disclosing employee feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the employee must submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of “Whistleblower” Retaliation form.
- 29.4 FRAUD HOTLINE**
 - 29.4.1 The Fraud Hotline is an established hotline number that allows employees to report inappropriate use of State funds or federal funds received by the Employer by calling the Fraud Hotline at (775) 687-0150.

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

Article 30. Strikes & Lockouts

30.1 Lockout

- 30.1.1 During the term of this Agreement, the Employer shall not lock out any employees. If the Employer violates this provision, the Union may take such action as it may deem appropriate, and which is allowed under the law.

30.2 Stoppages & Strikes

- 30.2.1 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 31. Entire Agreement

- 31.1 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, 2023.
- 31.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Departmental or Divisional rules, policies, and regulations on the same matters except as otherwise specifically provided herein.
- 31.3 The parties acknowledge that during the negotiation of this initial 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 32. Savings Clause

- 32.1 If any court or administrative agency of competent jurisdiction finds any Article, Section, Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties will negotiate a substitute Article, Section, Subsection, or language of the affected portion of this Agreement that will take effect pending any appeal and will replace the original language only in the event that the finding is not reversed by an appellate court or court of competent jurisdiction. At the request of either party, negotiations under this clause will begin within thirty (30) calendar days from a

finding that an Article, Section, Subsection, or portion of this Agreement is unlawful or invalid.

Article 33. Appropriations

- 33.1 The parties recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations.
- 33.2 Legislative appropriation less than the bargained for value of economic articles will be implemented pursuant to legislative prioritization if applicable.
- 33.3 In the case where the Legislature underfunds the Agreement as negotiated and the Legislature is not clear about how those funds should be prioritized, the parties shall bargain over how funds appropriated for this Agreement will be distributed. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.
- 33.4 If any funding is approved by the Legislature in excess of this Agreement, and the Legislature is not clear about how those funds should be prioritized, the parties shall bargain over how those additional funds should be distributed. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.
- 33.5 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 33.6 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

Article 34. Distribution of Agreement

- 34.1 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.
- 34.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.
- 34.3 If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

Article 35. Term of Agreement

- 35.1 All provisions of this Agreement will become effective July 1, 2023 and will remain in full force and effect through June 30, 2025; 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.

35.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later than August 31 of the year prior to expiration. If notice is given, negotiations shall convene no later than September 30, at a time agreed upon by the parties.

Appendices

Appendix A

Bargaining Units represented by the American Federation of State, County, and Municipal Employees (AFSCME)

Unit A

Labor, maintenance, custodial, and institutional employees, including without limitation, employees of penal and correctional institutions who are not responsible for security at those institutions.

Job Title/Option	Grade
Aircraft Maintenance Specialist	35
Art Preparator	30
Audiovisual Assistant I	23
Audiovisual Assistant II	25
Auto Body Worker	30
Camera Plate Processing Technician	27
Carpenter I	30
Carpenter II	31
Craft Worker-In-Training I	25
Craft Worker-In-Training II	27
Craft Worker-In-Training III	28
Craft Worker-In-Training IV	29
Custodial Worker I	21
Custodial Worker II	23
Custodial Worker Trainee	20
Dental Equipment Technician	31
Dental Prosthetics Technician	31
Driver – Shuttle Bus I	24

Driver – Shuttle Bus II	25
Driver – Van/Automobile	22
Driver Warehouse Worker I	26
Driver Warehouse Worker II	28
Driver Warehouse Worker Trainee	24
Duplicating Machine Operator II	23
Duplicating Machine Operator III	25
Duplicating Machine Operator IV	21
Electrician I	31
Electrician II	32
Equipment Mechanic I	29
Equipment Mechanic II	31
Equipment Mechanic III	32
Equipment Mechanic-In-Training I	25
Equipment Mechanic-In-Training II	27
Equipment Mechanic-In-Training III	28
Equipment Mechanic-In-Training IV	29
Facility Attendant	21
Field Assistant I (PARC)	22
Field Assistant II (PARC)	25
Fleet Service Worker I	23
Fleet Service Worker II	25
Fleet Service Worker III	27
Food Service Cook/Supervisor I	25
Food Service Cook/Supervisor II	27
Food Service Cook/Supervisor III	29
Food Service Worker I	20
Food Service Worker II	22
Grounds Equipment Operator I	23
Grounds Equipment Operator II	25
Grounds Maintenance Worker I	20
Grounds Maintenance Worker II	22
Grounds Maintenance Worker III	23
Grounds Maintenance Worker IV	24
Grounds Maintenance Worker V	26

Heat Plant Specialist I	27
Heat Plant Specialist II	32
Heat Plant Specialist III	33
Highway Construction Aide	20
Highway Equipment Mechanic I	33
Highway Equipment Mechanic II	34
Highway Equipment Mechanic Specialist	37
Highway Maintenance Worker I	23
Highway Maintenance Worker II	26
Highway Maintenance Worker III	29
Highway Maintenance Worker IV	31
HVACR Specialist I	32
HVACR Specialist II	33
Laundry Worker I	20
Laundry Worker II	22
Locksmith I	30
Locksmith II	31
Mail Service Clerk I	21
Mail Service Clerk II	23
Mail Service Technician	25
Maintenance Repair Aide I	20
Maintenance Repair Aide II	22
Maintenance Repair Aide III	23
Maintenance Repair Specialist I	30
Maintenance Repair Specialist II	31
Maintenance Repair Worker I	23
Maintenance Repair Worker II	25
Maintenance Repair Worker III	27
Maintenance Repair Worker IV	28
Microfilm/Imaging Laboratory Technician	28
Microfilm/Scanner Operator I	21
Microfilm/Scanner Operator II	23
Microfilm/Scanner Operator III	24
Offset Machine Operator I	26
Offset Machine Operator II	28

Offset Press Operator	29
Painter I	30
Painter II	31
Park Maintenance Specialist	33
Plumber I	31
Plumber II	32
Plumber III	33
Precision Machinist	33
Prison Dairy Supervisor	29
Prison Farm Supervisor	27
Prison Milker	23
Prison Milker Trainee	21
Railroad Restoration Specialist I	27
Railroad Restoration Specialist II	31
Research Aide I	23
Research Aide II	25
Seasonal Forestry Equipment Operator	28
Sign Fabricator	27
Sign Writer	31
Silk Screen Printer	30
Special Equipment Operator I	26
Special Equipment Operator II	28
Temporary Aide I	12
Temporary Aide II	16
Transportation & Safety Attendant I	24
Transportation & Safety Attendant II	26
Wastewater Treatment Operator I	31
Wastewater Treatment Operator II	32
Wastewater Treatment Operator III	33
Water System Operator I	31
Water System Operator II	33
Water System Worker	29
Welder I	30
Welder II	31

Unit E

Professional employees who provide health care, including without limitation, physical therapists and other employees in medical and other professions related to health.

Job Title/Option	Grade
Athletic & Recreation Specialist I	32
Casework Management Specialist I	32
Casework Management Specialist II	34
Casework Management Specialist III	35
Casework Management Specialist IV	36
Clinical Social Worker I	35
Clinical Social Worker II	37
Clinical Social Worker III	39
Community Health Nurse I	37
Community Health Nurse II	39
Community Health Nurse IV	43
Compliance Specialist – Registered Nurse	37
Correctional Nurse I	37
Correctional Nurse II	39
Developmental Specialist I	31
Developmental Specialist II	33
Developmental Specialist III	35
Health Care Coordinator I	32
Health Care Coordinator I – Nurse	34
Health Care Coordinator II	34
Health Care Coordinator II – Nurse	36
Health Care Coordinator III	35
Health Care Coordinator III – Nurse	37
Health Facilities Inspector I – Registered Nurse	34
Health Facilities Inspector II – Registered Nurse	37
Licensed Psychologist I	44
Mental Health Counselor I	35
Mental Health Counselor II	37
Mental Health Counselor III	39

Mental Health Counselor IV	41
Mental Health Counselor V	43
Mid-Level Medical Practitioner	43
Nurse I	35
Psychiatric Caseworker I	31
Psychiatric Caseworker II	33
Psychiatric Nurse I	37
Psychiatric Nurse II	39
Psychological Assistant	41
Psychological Development Counselor I	35
Psychological Development Counselor II	37
Psychologist I	37
Psychologist II	39
Psychologist III	43
Registered Dietitian I	31
Registered Dietitian II	33
Registered Dietitian III	35
Registered Nurse II	37
Registered Nurse III	38
Registered Nurse IV	39
Registered Nurse V	41
Social Worker I	32
Social Worker II	34
Social Worker III	35
Speech Pathologist I	33
Speech Pathologist II	35
Substance Abuse Counselor I	31
Substance Abuse Counselor II	33
Therapeutic Recreation Specialist I	32
Therapeutic Recreation Specialist II	34

Unit F

Employees, other than professional employees, who provide health care and personal care, including without limitation, employees who provide care for children.

Job Title/Option	Grade
Activities Therapy Technician I	25
Activities Therapy Technician II	27
Certified Nursing Assistant I	21
Certified Nursing Assistant II	22
Certified Nursing Assistant III	24
Child Care Worker I	21
Child Care Worker II	23
Dental Assistant I	23
Dental Assistant II	25
Dental Assistant III	27
Developmental Support Technician I	23
Developmental Support Technician II	25
Developmental Support Technician III	27
Developmental Support Technician IV	29
Family Support Worker I	20
Family Support Worker II	22
Family Support Worker III	24
Group Supervisor I	29
Group Supervisor II	31
Group Supervisor III	32
Licensed Practical Nurse I	29
Licensed Practical Nurse II	31
Licensed Practical Nurse Trainee	27
Mental Health Technician I	23
Mental Health Technician II	25

Mental Health Technician III	27
Mental Health Technician IV	29
Nursing Assistant Trainee	20
Pharmacy Technician I	25
Pharmacy Technician II	27

Appendix B

Job Classifications Serving Six (6) Month Probationary Periods

Job Title/Option	Grade
Career Aide I	16
Career Aide II	18
Consumer Services Assistant I	18
Student Worker	10
Temporary Aide I	12
Temporary Aide II	16

Appendix C

Job Classifications Requiring Flexibility in Scheduling

Unit A

Labor, maintenance, custodial, and institutional employees, including without limitation, employees of penal and correctional institutions who are not responsible for security at those institutions.

Job Title/Option	Grade
Facility Attendant	21
Highway Equipment Mechanic Specialist	37
Maintenance Repair Worker I	23
Maintenance Repair Worker II	25
Maintenance Repair Worker III	27
Maintenance Repair Worker IV	28
Special Equipment Operator I	26
Special Equipment Operator II	28
Transportation & Safety Attendant I	24
Transportation & Safety Attendant II	26
Water System Operator I	31
Water System Operator II	33
Water System Worker	29

Unit E

Professional employees who provide health care, including without limitation, physical therapists and other employees in medical and other professions related to health.

Job Title/Option	Grade
Casework Management Specialist I	32
Casework Management Specialist II	34
Casework Management Specialist III	35
Casework Management Specialist IV	36
Clinical Social Worker I	35

Clinical Social Worker II	37
Clinical Social Worker III	39
Compliance Specialist – Registered Nurse	37
Correctional Nurse I	37
Correctional Nurse II	39
Developmental Specialist I	31
Developmental Specialist II	33
Developmental Specialist III	35
Licensed Psychologist I	44
Mental Health Counselor I	35
Mental Health Counselor II	37
Mental Health Counselor III	39
Mental Health Counselor IV	41
Mental Health Counselor V	43
Psychiatric Caseworker I	31
Psychiatric Caseworker II	33
Psychological Assistant	41
Social Worker I	32
Social Worker II	34
Social Worker III	35

Unit F

Employees, other than professional employees, who provide health care and personal care, including without limitation, employees who provide care for children.

Job Title/Option	Grade
Group Supervisor I	29
Group Supervisor II	31
Group Supervisor III	32
Mental Health Technician I	23
Mental Health Technician II	25

Mental Health Technician III	27
Mental Health Technician III	29

Appendix D

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

Appendix E

Department or Division-Specific Shift Bidding Procedures

Attorney General's Office

The Attorney General's Office does not have Shift Bidding Procedures for employees in Bargaining Units A, E, & F.

Department of Administration

The Department of Administration does not have any Shift Bidding Procedures.

Department of Agriculture

The Department of Agriculture does not have Shift Bidding Procedures for employees in Bargaining Units A, E, & F.

Department of Conservation & Natural Resources

The Department of Conservation & Natural Resources does not have Shift Bidding Procedures for employees in Bargaining Units A, E, & F.

Department of Health & Human Services

This memo was agreed upon and signed after the collective bargaining agreement was approved by the Board of Examiners.

Shift Bid Procedure

PURPOSE

This document will establish a procedure for Shift Bidding within the DHHS's Divisions.

The Nevada Department of Health & Human Services (DHHS) provides services to the citizens of Nevada through the following Divisions:

- Aging & Disability Services
- Child & Family Services
- Health Care Financing & Policy
- Public & Behavioral Health
- Welfare & Supportive Services

PROCEDURE

The DHHS has the right to assign and reassign employees as required due to operational needs and for cross-training purposes.

Where a facility has a Shift Bid process for staffing and wishes to hold a Bidding process, they shall be limited to holding that Bidding process no more than once every six months.



When a facility initiates a Shift Bidding process, they will: establish a schedule for each Bidding period and provide employees access to such schedule; post a current seniority listing forty-five (45) calendar days prior to the Bidding date; and copy the applicable exclusive representative on the communication to employees that a Shift Bidding process will be taking place.

If an employee has questions or concerns regarding the seniority list posted, they must contact either their direct supervisor or the Human Resources Office to request a review of the seniority calculation. Such a request must be made in writing or by email within 14 calendar days of the posting of the list. A response from the Human Resources Office must be provided within 7 calendar days. If the employee still disagrees with the seniority calculation provided by the Human Resources Office, the employee has the right to file a grievance through the applicable process.

Seniority consideration for the purpose of Shift Bidding is first, the length of full-time equivalent service in a job classification; then, the length of full-time equivalent continuous State service. Initial probationary employees will be hired onto a shift. Thereafter, they shall have the opportunity to participate in a Shift Bidding process.

Dated this day of 12/13 2021

Dated this 14th day of December 2021

	
Chris Fox AFSCME, Chief Negotiator	Mandee Bowsmith State of Nevada

Department of Public Safety

The Department of Public Safety does not have Shift Bidding Procedures for employees in Bargaining Units A, E, & F.

Department of Transportation

Department-specific Shift Bidding Procedures are being compiled and will be linked here.

Department of Veterans Services

Department-specific Shift Bidding Procedures are being compiled and will be linked here.

Office of the Military

The Office of the Military does not have Shift Bidding Procedures for employees in Bargaining Units A, E, &F.

Memoranda of Understanding

This memo was agreed upon and signed after the collective bargaining agreement was approved by the Board of Examiners.

Execution of Agreement

In witness thereof, the State of Nevada and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, have caused these presents to be duly executed by their authorized representatives on this 11 day of May, 2023.

State of Nevada

AFSCME



By: Mande Bowsmith, Chief Negotiator



Chris Fox, Chief Negotiator

Joe Lombardo
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
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 9, 2023

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION –
DIVISION OF HUMAN 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 Police Union (NPU) for the 2023-2025 biennium for Bargaining Unit G, comprised of Category I peace officers.

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. NPU was certified the exclusive representative for the peace officers in Bargaining Unit G, and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: *JK*

ACTION ITEM:



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

MEMORANDUM

May 10, 2023

TO: Clerk of the Board of Examiners

THROUGH: Jack Robb, Director, Department of Administration

FROM: Mandee Bowsmith, Administrator, Division of Human Resource Management

SUBJECT: Consideration and Approval of the Nevada Police Union Collective Bargaining Agreement for 23-25

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the Nevada Police Union (NPU), began negotiations for a successor collective bargaining agreement (CBA) in October 2022.

In April 2023, the parties reached a tentative agreement, and the attached agreement was ratified by NPU membership in April 2023.

Request in Front of the Board

Pursuant to NRS 288.555¹, the Division of Human Resource Management (DHRM), Labor Relations

¹ **NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.**

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
 - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
 - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
 - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

Unit (LRU) is respectfully placing the NPU CBA for the contract term of July 1, 2023, through June 30, 2025, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2023.

Material Changes from the 21-23 CBA

The following items are notable changes from the 21-23 CBA:

- Appendix A – Job Classifications Eligible for Membership in the NPU has been updated to reflect a two (2) grade increase for all job classifications.
- Effective July 1, 2023, the salary schedules for Bargaining Unit G will be increased by eight percent (8%).
- Effective July 1, 2024, the salary schedules for Bargaining Unit G will be increased by four percent (4%).
- For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023.
- Education Pay – Employees covered under this Agreement who possess an Associate’s Degree are eligible to receive Education Pay in the amount of five hundred dollars (\$500.00) per fiscal year to be distributed each July.
- Education Pay – Employees covered under this Agreement who possess a Bachelor’s Degree are eligible to receive Education Pay in the amount of nine hundred dollars (\$900.00) per fiscal year to be distributed each July. Eligibility for this pay does not extend to employees covered under this Agreement for which a Bachelor’s Degree is a required minimum qualification of their job specification.
- Education Pay – Employees covered under this Agreement who are required to possess a Bachelor’s Degree as a minimum qualification of their job specification and who possess a Master’s Degree are eligible to receive Education Pay in the amount of nine hundred dollars (\$900.00) per fiscal year to be distributed each July.
- Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year.
- Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee’s Annual Leave bank after cash out.
- Personal Leave – one (1) Personal Leave day per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value.
- Holiday Pay – Employees covered under this Agreement will be compensated for Holiday Pay for all of their regularly scheduled hours of work if they do not work.
- Holiday Premium Pay – Employees covered under this Agreement will be compensated for Holiday Premium Pay for all of their regularly scheduled hours of work actually worked on the designated holiday.
- Addition of the Juneteenth holiday to the designated and observed holiday list.
- Special Adjustments to Pay changed from a limitation of a total of ten percent (10%) to a total of fifteen percent (15%).
- Special Assignments – Inclusion of the following assignments that may be eligible for the equivalent of five percent (5%) of an employee’s regular hourly rate of pay:

- Critical Incident Response Team
- Honor Guard Duty
- Public Information Officer Duty
- Task Force Assignments, at the discretion of the Department/Division
- Special Assignment – K9 Duty changed from the equivalent of five percent (5%) of an employee’s regular hourly rate of pay to the equivalent of ten percent (10%) of an employee’s regular hourly rate of pay.
- Body Armor – Employees who are required to wear body armor will have the choice of wearing a standard vest or a load-bearing vest, subject to Department/Division uniform and equipment policies. Additionally, the Union has the ability to have a representative sit on any Uniform & Equipment Committee in Departments/Divisions.
- Uniform & Equipment Allowance – Employees covered under this Agreement who are assigned to the Department of Public Safety will receive a Uniform & Equipment Allowance of one thousand four hundred dollars (\$1,400.00) per fiscal year, to be distributed in four (4) equal installments during the fiscal year.
- Footwear Allowance – Employees covered under this Agreement will be eligible to receive a Footwear Allowance of two hundred fifty dollars (\$250.00) per biennium.

Fiscal Impact

The Executive Department has estimated the total fiscal impact of this CBA to be \$7,092,988 for the biennium, assuming upper limit values where actual utilization cannot be determined.

Thank you for your consideration.

Attachments: NPU - Collective Bargaining Agreement
NPU - Ratification Certification
NPU - 23-25 CBA Fiscal Impact Statement

2023-25 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Unit G - Category I Peace Officers
 with **Nevada Police Union**

In Governor's Recommended budget:	
FY 2024 FTE	803
FY 2025 FTE	819

Estimated Fiscal Impact:	
FY 2024	FY 2025

Key changes in this agreement:

<ul style="list-style-type: none"> Appendix A – Job Classifications Eligible for Membership in the NPU has been updated to reflect a two (2) grade increase for all job classifications. 	\$	- \$	-	Included in Governor Recommended Budget	
<ul style="list-style-type: none"> Effective July 1, 2023, the salary schedules for Bargaining Unit G will be increased by eight percent (8%). 	\$	- \$	-	Included in Governor Recommended Budget	
<ul style="list-style-type: none"> Effective July 1, 2024, the salary schedules for Bargaining Unit G will be increased by four percent (4%). 	\$	- \$	-	Included in Governor Recommended Budget	
<ul style="list-style-type: none"> For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023. 	\$	- \$	-	Included in Governor Recommended Budget	
<ul style="list-style-type: none"> Education Pay – Employees covered under this Agreement who possess an Associate's Degree are eligible to receive Education Pay in the amount of five hundred dollars (\$500.00) per fiscal year to be distributed each July. 	\$	705,500	\$	719,900	Cannot be accurately determined without detailed data about each employee's educational attainment; this value is estimated at the maximum possible value, assuming every position was filled and every employee attained the next level of education that would result in Education Pay.
<ul style="list-style-type: none"> Education Pay – Employees covered under this Agreement who possess a Bachelor's Degree are eligible to receive Education Pay in the amount of nine hundred dollars (\$900.00) per fiscal year to be distributed each July. Eligibility for this pay does not extend to employees covered under this Agreement for which a Bachelor's Degree is a required minimum qualification of their job specification. 					
<ul style="list-style-type: none"> Education Pay – Employees covered under this Agreement who are required to possess a Bachelor's Degree as a minimum qualification of their job specification and who possess a Master's Degree are eligible to receive Education Pay in the amount of nine hundred dollars (\$900.00) per fiscal year to be distributed each July. 					
<ul style="list-style-type: none"> Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year. 	\$	- \$	-	no incremental pay	
<ul style="list-style-type: none"> Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out. 	\$	1,639,590	\$	1,735,660	Cannot be accurately determined without experience. Estimated at maximum, assuming all positions filled and all with eligible balances (roughly 72%) requesting payout.

<ul style="list-style-type: none"> Personal Leave – one (1) Personal Leave day per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value. 	\$	- \$	- no incremental pay	
<ul style="list-style-type: none"> Holiday Pay – Employees covered under this Agreement will be compensated for Holiday Pay for all of their regularly scheduled hours of work if they do not work. 	\$	- \$	- no incremental pay	
<ul style="list-style-type: none"> Holiday Premium Pay – Employees covered under this Agreement will be compensated for Holiday Premium Pay for all of their regularly scheduled hours of work actually worked on the designated holiday. 	\$	- \$	- no incremental pay	
<ul style="list-style-type: none"> Addition of the Juneteenth holiday to the designated and observed holiday list. 	\$	52,151 \$	54,237 \$	Based on actual pay for Unit G for Labor Day 2022, increased by the proposed COLAs and average PERS for unit members
<ul style="list-style-type: none"> Special Adjustments to Pay changed from a limitation of a total of ten percent (10%) to a total of fifteen percent (15%). 	\$	- \$	-	
<ul style="list-style-type: none"> Special Assignments – Inclusion of the following assignments that may be eligible for the equivalent of five percent (5%) of an employee’s regular hourly rate of pay: <ul style="list-style-type: none"> o Critical Incident Response Team o Honor Guard Duty o Public Information Officer Duty o Task Force Assignments, at the discretion of the Department/Division 	\$	- \$	-	Cannot be accurately determined without further analysis and experience. Increased limitation may result in increased volunteer assignments. Overall fiscal impact does not appear significant.
<ul style="list-style-type: none"> Special Assignment – K9 Duty changed from the equivalent of five percent (5%) of an employee’s regular hourly rate of pay to the equivalent of ten percent (10%) of an employee’s regular hourly rate of pay. 	\$	- \$	-	
<ul style="list-style-type: none"> Body Armor – Employees who are required to wear body armor will have the choice of wearing a standard vest or a load-bearing vest, subject to Department/Division uniform and equipment policies. Additionally, the Union has the ability to have a representative sit on any Uniform & Equipment Committee in Departments/Divisions. 	\$	- \$	-	No incremental pay
<ul style="list-style-type: none"> Uniform & Equipment Allowance – Employees covered under this Agreement who are assigned to the Department of Public Safety will receive a Uniform & Equipment Allowance of one thousand four hundred dollars (\$1,400.00) per fiscal year, to be distributed in four (4) equal installments during the fiscal year. 	\$	981,400 \$	1,003,800 \$	Estimated at the maximum potential amount, assuming no vacant positions and all payments made
<ul style="list-style-type: none"> Footwear Allowance – Employees covered under this Agreement will be eligible to receive a Footwear Allowance of two hundred fifty dollars (\$250.00) per biennium. 	\$	200,750 \$	-	Estimated at the maximum potential amount, assuming no vacant positions and all payments made
<p>Total potential fiscal impact, using upper limit values where unclear:</p>	\$	3,579,391 \$	3,513,597 \$	
			<u>7,092,988 \$</u>	



ESTABLISHED IN 1972,
UNIONIZED IN 2020.

April 7, 2023

Mandee Bowsmith, Director
Labor Relations
100 N. Stewart St. Suite 200
Carson City, NV 89701

Re: Ratification of the Collective Bargaining Agreement

Dear Ms. Bowsmith:

I hope this letter finds you well. On behalf of the Nevada Police Union, I am pleased to inform you that our membership has ratified the Collective Bargaining Agreement (CBA) between the State of Nevada and the Nevada Police Union. The ratification process concluded successfully after a vote that concluded on April 7, 2023.

Total votes cast: 215
Yes votes: 212
No votes: 3

The majority of our members have demonstrated their support for the terms and conditions outlined in the CBA. We are optimistic that the ratified CBA will lead to continued success and growth for our officers, the Nevada Police Union, and the State of Nevada. We look forward to working with you and the State of Nevada as we continue to serve and protect the residents of our great state.

We will supplement this letter with a signed version of the CBA in the coming days.

Sincerely,

Dan Gordon
President
Nevada Police Union



NEVADA
POLICE UNION

State of Nevada

&

Nevada Police Union (NPU)

Collective Bargaining Agreement

July 1, 2023 – June 30, 2025

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Preamble

This collective bargaining agreement (CBA) is entered into on July 1, 2021, between the Nevada Police Union (NPU), herein referred to as the "Union," and the State of Nevada, herein referred to as the "State" or the "Employer". It is the intent and purpose of this Agreement to promote sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly peaceful means of resolving misunderstandings or differences which may arise, and to set forth pursuant to the provisions of NRS 288, the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment. The Preamble is not subject to grievance under Article 19, Grievance Procedure.

Article 1. Union Recognition

In accordance with the provisions of NRS 288, the State has recognized and does recognize the Union as the exclusive bargaining representative of all job classifications determined to be part of "Unit G" and listed in Appendix A, titled "Job Classifications Eligible for Membership in the Nevada Police Union (NPU)."

This Agreement does not cover any statutorily excluded job classifications, or any job classifications 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 classifications will continue to be used, filled, or maintained by the Employer.

The Employer may establish additional job classifications which may be included in Appendix A, and/or may make changes to an existing bargaining unit job classification. Any proposed changes to the job classifications listed in Appendix A will be noticed to the Union within thirty (30) calendar days of the effective date of the change.

Article 2. Non-Discrimination

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

Employees who feel they have been the subject of discrimination may file a complaint using the procedure outlined in Article 19, Grievance Procedure.

Article 3. Management Rights

It is understood and agreed that the Employer possesses the sole right, authority, and responsibility to lawfully operate and to command and direct employees. Nothing in this Article shall modify any other portion of this Agreement or supersede any provisions of NRS 288.150.

The powers, duties, rights, and responsibilities include, but are not limited to, the following pursuant to NRS 288.150:

- 3.1 The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- 3.2 The right to reduce in force or lay off any employee because of lack of work or lack of money.
- 3.3 [The right] to determine appropriate staffing levels and work performance standards, except for safety considerations.
- 3.4 [The right] to determine the content of the workday, including without limitation workload factors, except for safety considerations.
- 3.5 [The right] to determine the quality and quantity of services to be offered to the public and the means of offering those services.
- 3.6 [The right] to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.
- 3.7 [The right] to determine training needs, methods of training, and the employees to be trained.
- 3.8 [The right] to plan, direct, schedule, command, supervise, and control the service operations furnished by employees of the Employer and to ensure appropriate services and the safety of the public.
- 3.9 And, [the right] to establish and govern reasonable rules and regulations pertaining to on and off-duty employment and conduct.

Article 4. Union Dues

4.1 NOTIFICATION TO EMPLOYEES

- 4.1.1 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 the deduction of Union dues or fees and any and all issues related to Union disclosure of employee information from status reports.
- 4.1.2 The Employer agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

4.2 UNION DUES DEDUCTIONS

- 4.2.1 There shall be dues deductions by the State.
- 4.2.2 Deduction of Union Dues is strictly a voluntary deduction.
- 4.2.3 The Union will provide the Employer with a copy of the employee's signed membership card.
- 4.2.4 The Union will provide the designated pay center for the employee's Department or Division the percentage and maximum dues amount to be deducted from the employee's paycheck.
- 4.2.5 Within thirty (30) calendar days of receipt of the completed and signed membership card, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.
- 4.2.6 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- 4.2.7 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.

4.3 STATUS REPORTS

- 4.3.1 Union Fees & Voluntary PAC Deductions
- 4.3.2 The Employer will provide the Union with a report in electronic format each pay period with the following information:
 - 4.3.2.1 Employee name.
 - 4.3.2.2 Mailing address.
 - 4.3.2.3 Employee job title.
 - 4.3.2.4 Department and Division.
 - 4.3.2.5 Official duty station or work site.
 - 4.3.2.6 Work phone number
 - 4.3.2.7 Work email address.
 - 4.3.2.8 Date of hire.
 - 4.3.2.9 Pay grade.
 - 4.3.2.10 Pay step.
 - 4.3.2.11 Seniority date.
 - 4.3.2.12 Separation date.
- 4.3.3 Information provided pursuant to this Section will be maintained by the Union in confidence according to federal and state law.
- 4.3.4 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

4.4 REVOCATION

- 4.4.1 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 card.

4.4.2 Upon receipt by the Employer of the confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the revocation.

4.5 INDEMNIFICATION

4.5.1 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 any and all issues related to the deduction of Union dues or fees and any and all issues related to Union disclosure of employee information from status reports.

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

Article 5. Hiring & Appointments

5.1 The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statute. Candidates for positions in the classified service will be evaluated on the basis of experience, character, education, and any other factors relating to their ability to perform the duties of the position.

5.2 PROMOTIONS, TRANSFERS, & DEMOTIONS

5.2.1 The Employer will abide by NRS and NAC 284 when promoting, transferring, or demoting employees covered under this Agreement.

Article 6. Records Management

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

6.2 An employee may examine their own file(s), excluding administrative investigation, background investigation files, by contacting their Departmental or Divisional Human Resources Office and/or the appropriate Central Records Unit.

6.3 The Employer will provide access to the file(s) as soon as possible but not more than ten (10) business days from the date of request, absent exigent circumstances. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s).

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

6.5 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 detailed information, visit the DHRM Central Records website.

6.6 **FILE TYPES**

6.6.1 The following are the types of files that may be maintained on each employee and may be available for review.

6.6.1.1 *Medical File*

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

6.6.1.2 *Payroll File*

6.6.1.2.1 Comprehensive payroll records will be maintained for each employee by the appropriate Central Records Unit.

6.6.1.3 *Personnel File*

6.6.1.3.1 One (1) official Departmental or Divisional Personnel File will be maintained by the Employer for each employee. One (1) official central Personnel File may also be maintained for each employee. Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental or Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

6.6.1.3.2 No unfavorable comments or documents will be placed in an employee file unless:

6.6.1.3.2.1 The employee has read and initialed the comment or document; or,

- 6.6.1.3.2.2 If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and
- 6.6.1.3.2.3 The employee is allowed to produce a written response that shall be placed in the employee file.
- 6.6.1.3.3 The supervisor may notify the employee of documentation being maintained in the Supervisor File via email and the employee may respond via email with their written response to be attached to the documentation.
- 6.6.1.4 *Supervisor File*
 - 6.6.1.4.1 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, any other performance documentation that is appropriate [such as] a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).
 - 6.6.1.4.2 The confidentiality and security of Supervisor Files will be maintained to the extent allowed or required by law.
 - 6.6.1.4.3 The Supervisor File may be made available to the employee upon request.
 - 6.6.1.4.4 No unfavorable comments or documents will be placed in a Supervisor File unless:
 - 6.6.1.4.4.1 The employee has read and initialed the comment or document; or,
 - 6.6.1.4.4.2 If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

6.6.1.4.4.3 The employee is allowed to produce a written response that shall be placed in the employee file.

6.6.1.4.5 Supervisory notes in a file shall be removed after an annual evaluation.

6.6.1.4.6 The supervisor may notify the employee of documentation being maintained in the Supervisor File via email and the employee may respond via email with their written response to be attached to the documentation.

6.6.1.5 *Training File*

6.6.1.5.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees are responsible for keeping records of their training certifications.

6.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

6.7.1 A Letter of Instruction will be considered for the purposes of evaluating disciplinary action no later than twelve (12) months from the date of issuance, so long as discipline did not result from non-compliance with the Letter of Instruction.

6.7.2 An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than eighteen (18) months from the date of issuance, so long as further discipline did not result for similar violations.

6.7.3 An Oral Warning may be considered for the purposes of promotion or transfer no later than eighteen (18) months from the date of issuance.

6.7.4 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than thirty-six (36) months from the date of issuance, so long as further discipline did not result for similar violations.

6.7.5 A Written Reprimand may be considered for the purposes of promotion or transfer no later than thirty-six (36) months from the date of issuance.

6.7.6 Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases. The Employer shall, however, consider the severity of the incident of unlawful discrimination, harassment, interactions with the public, or excessive force, the record of the officer otherwise, and any improvements the employee has made over their career consistent with progressive discipline.

- 6.7.7 Any investigation that results in a finding of fact of "Unfounded," "Exonerated," or "Not Sustained" shall not be made part of an employee's Departmental or Divisional Personnel File or Supervisor File and shall not be considered as evidence in a subsequent investigation of that employee on a different matter.
- 6.7.8 Any investigation that results in a finding of fact of "Sustained," "Sustained, Other," "Exonerated, Other," "Resolved," or "No Finding" may be included in an employee's Departmental or Divisional Personnel File and Supervisor File and may be considered in a subsequent investigation of that employee on the same or a similar matter.

6.8 CONFIDENTIALITY

- 6.8.1 The Employer will safeguard all records unless they are deemed available for public dissemination in accordance with federal and state law or court order.

6.9 PUBLIC RECORDS

- 6.9.1 The DHRM, or the appropriate Departmental or Divisional Central Records Unit, maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This record is considered non- confidential and may be available for inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. However, if the record is released for public dissemination or inspection, then any information deemed confidential by statute or case law will be redacted prior to release.

Article 7. Hours of Work

- 7.1 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. Department or Division-specific policies, Standing Orders (SO's), or Administrative Regulations (AR's) should be consulted when employees need detailed information.

7.2 WORK SCHEDULES

- 7.2.1 The official workweek for the purposes of payroll begins on each Monday at 0001 hours and ends at 2359 hours on the following Sunday.

- 7.2.2 Regular 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. A forty (40) hour per workweek variable and flexible schedule.
 - 7.2.2.3 An eighty (80) hour per pay period variable and flexible schedule.
- 7.2.3 Absent exigent circumstances, employees shall have a minimum eight (8) hour break between shifts.
- 7.2.4 Employees covered under this Agreement are responsible for checking their Department or Division scheduling calendars to ensure they report for duty as required.

7.3 MEAL BREAKS FOR DCNR/PARKS, NDPS, & NSHE

- 7.3.1 The Employer and the Union agree to Meal Breaks that vary from and supersede the Meal Break requirements of federal and state law.
- 7.3.2 Meal Breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes of paid time and will be scheduled as close the middle of the work shift as possible. Employees working three (3) or more hours longer than their regularly scheduled workday will be allowed an additional thirty (30) minute Meal Break.
- 7.3.3 Employees covered under this Agreement that are currently allowed to take a thirty (30) minute paid Meal Break under Department or Division policy will continue to have a thirty (30) minute paid Meal Break.
- 7.3.4 Employees covered under this Agreement that are currently allowed to take a sixty (60) minute paid Meal Break under Department or Division policy will continue to have a sixty (60) minute paid Meal Break.
- 7.3.5 When an employee's Meal Break is interrupted by work duties, they will be allowed to resume their Meal Break following the interruption, if possible, to complete their allotted Meal Break period.
- 7.3.6 Meal Breaks may not be used for late arrival or early departure from work and Meal Breaks and Rest Periods will not be combined.

7.4 REST PERIODS FOR DCNR/PARKS, NDPS, & NSHE

- 7.4.1 The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of federal and state law.
- 7.4.2 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. Rest periods will be paid.

7.4.3 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 of three (3) hours or more, scheduled Rest Periods are not required.

7.4.4 Rest Periods may not be used for late arrival or early departure from work and Rest Periods and Meal Breaks will not be combined.

7.5 MEAL BREAKS FOR NDOW

7.5.1 NDOW employees shall be entitled to a minimum of thirty (30) minutes for an unpaid Meal Break during their shift. An employee unable to take their Meal Break due to operational needs will be compensated appropriately.

7.5.2 Meal Breaks may not be used for late arrival or early departure from work and Meal Breaks and Rest Periods will not be combined.

7.6 REST PERIODS FOR DCONR/PARKS, NDPS, & NSHE

7.6.1 NDOW employees are generally entitled to two (2) fifteen (15) minute Rest Periods during their shift.

7.6.2 Rest Periods may not be used for late arrival or early departure from work and Rest Periods and Meal Breaks will not be combined.

7.7 DAILY WORK SHIFT CHANGES

7.7.1 The Department or Division may adjust an employee's daily start and/or end time(s) if operational necessity dictates such change.

7.8 TEMPORARY SCHEDULE CHANGES

7.8.1 An employee's workweek and/or work schedule may be temporarily changed with prior notice from the Department or Division.

7.8.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive three (3) calendar days' notice of any temporary schedule change via memorandum and/or email and/or telephone call and/or text message, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of a temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.

7.8.3 An employee scheduled to work during the Daylight Savings time changes will have the option to adjust their shift to ensure a full shift is worked or complete a leave slip for one (1) hour of either Compensatory Time or Annual Leave to accommodate the short day. For the extended day, an employee is required to either adjust their shift, or complete a Compensatory Time or Overtime slip, whichever the employee decides, after working the extra hour.

7.8.4 Adjustments in the hours of work of daily work shifts as described in the Subsection above during a workweek do not constitute a temporary schedule change.

7.8.5 Adjustments in the hours of work of daily work shifts or a workweek when staffing is required due to major incidents or calls for service do not constitute a temporary schedule change.

7.9 PERMANENT SCHEDULE CHANGES

7.9.1 An employee's workweek and work schedule may be permanently changed with prior notice from the Department or Division.

7.9.2 An employee will receive twenty-one (21) calendar days' notice via memorandum, email, and/or telephone call, of a permanent schedule change. This notice will include the reason for the schedule change. The day notice is given is not considered part of the notice period. The employee must acknowledge receipt of a permanent schedule change by informing their supervisor of such acknowledgement within the twenty-one (21) calendar day notice period. During that notice period, the employee may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.

7.9.3 Adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

7.10 EMPLOYEE-REQUESTED SCHEDULE CHANGES

7.10.1 An employee may make a "flex request" wherein they ask for a flexible start or end time to their shift on a specific day. The Department or Division may approve or disapprove such request based on operational need.

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

7.11 TIME REPORTING

7.11.1 Employees shall provide an accurate accounting of the hours worked and leave used during a pay period using the appropriate timekeeping process as determined by the Department or Division. Entries must be made to account for all hours in the pay period and shall include the specific times at which their shift started and ended.

- 7.11.2 Employees working an Overtime assignment will have the choice between paid Overtime and Compensatory Time. All Overtime assignments must be pre-approved unless an unpredictable emergency prevents prior approval and communication. If paid Overtime is unavailable due to budget constraints, employees who have agreed to work for Compensatory Time in lieu of paid Overtime will be offered Overtime assignments. An employee will not be retaliated against or punished for refusing to work for Compensatory Time.
- 7.11.3 "Off-the-clock" work is prohibited and failure to accurately record working time is grounds for discipline.

7.12 SHIFT BID PROCESSES

- 7.12.1 Department or Division-specific shift bid processes are in Appendix _ of this Agreement.

7.13 SHIFT TRADE

- 7.13.1 Department or Division-specific shift trade procedures are in Appendix _ of this Agreement.

Article 8. Seniority

- 8.1 Seniority shall be based on total continuous State of Nevada service in a Category I Peace Officer position.
- 8.2 Seniority shall be considered, subject to emergencies, operational needs, and safety, for the purposes of scheduling, shift bid, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests. Both parties understand that a tie breaker may not be applicable to every request.
- 8.3 Departments with shift bid processes will provide a shift bid list with at least 50% of the shift assignments available for bid by seniority.
- 8.4 Employees with more State seniority may make such selections over employees with less State seniority. If such selection process results in less than a minimal number of employees possessing the required skills and abilities being available to work on any particular shift, such minimal number shall be selected from among employees possessing the required skills and abilities by reverse State seniority.
- 8.5 Departments may assign staff to shifts based on training, experience, and special assignments to ensure best practices and public safety. The Employer has the right to reassign employees to shift assignments as required due to operational need and cross-training.

Article 9. Safety & Health

9.1 GENERAL PROVISIONS

- 9.1.1 The Employer, employee, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards.
- 9.1.2 The Employer will 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 Nevada Peace Officer Standards & Training (POST).
- 9.1.3 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.
- 9.1.4 The Department or Division may direct employees to use leave in accordance with Article 11, Leave, Sick Leave, when employees self-report a contagious health condition.
- 9.1.5 The Department or Division may direct employees to use leave in accordance with Article 11 Leave, Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment. This leave shall be paid consistent with Department or Division policy.
- 9.1.6 When a worksite is impacted by a critical incident, the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP). Employees may request the use of available leave banks, including Administrative Leave, should they need time away from work due to a critical incident, at the Employer's discretion.

9.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 9.2.1 The Department or Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients.
- 9.2.2 The Department or Division 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.
- 9.2.3 Employees will abide by all requirements set forth by 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.

- 9.2.4 The Employer will follow its policies and procedures regarding safety training for all employees . The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, the Employer's Risk Management Division requirements, and Article 23, Union/Management Communications Committees.

9.3 SAFETY COMMITTEES

- 9.3.1 Safety Committees are intended to provide a forum for the Employer, employees, and the Union to communicate about issues that arise relative to the safety of the working environment.
- 9.3.2 Safety Committees will be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).
- 9.3.3 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 head, or designee, for review and action, as necessary. The Department or Division head, or designee, will report follow-up action/information to the Safety Committee.

9.4 ERGONOMIC ASSESSMENTS

- 9.4.1 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 identified issues/concerns will be implemented within available resources.

9.5 PHYSICAL STANDARDS – CATEGORY I PEACE OFFICERS

- 9.5.1 Employees in job classifications eligible for membership under this Agreement are responsible for maintaining their bodies to the appropriate physical standards as indicated in Nevada POST, the NRS, and applicable Department or Division policies.
- 9.5.2 The Employer and Category I Peace Officers are required to adhere to NRS 617 and the State of Nevada's Workers' Compensation Program administered by the Risk Management Division.

Article 10. Compensation

- 10.1 All employees this Agreement covers shall have all compensation protection and requirements provided by existing State and Federal law. Nothing in this Agreement shall be construed as limiting existing compensation law and policy governing employees.

10.2 SALARY PAYMENT

- 10.2.1 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.
- 10.2.2 Appendix A, "Salary Schedules for Bargaining Unit G" details the salary schedule for employees covered under this Agreement.
- 10.2.3 Effective July 1, 2023, the salary schedule for Bargaining Unit G will reflect an increase of eight percent (8%).
- 10.2.4 Effective July 1, 2024, the salary schedule for Bargaining Unit G will reflect an increase of four percent (4%).
- 10.2.5 For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive retention incentives of two thousand dollars (\$2,000.00) per fiscal year. These retention incentives will be distributed in four equal installments throughout the fiscal year, beginning in July 2023.
- 10.2.6 Upon ratification and effective July 1, 2023, employees covered under this Agreement will be credited with one (1) Personal Leave day equal to their regularly scheduled work shift to be taken during the fiscal year. This Personal Leave day must be taken in full day increments, has no cash value, and cannot be rolled over from one fiscal year to the next. Requests to use this Personal Leave day will be made in accordance with Department/Division-specific procedures for requesting Annual Leave.

10.3 SALARY ADMINISTRATION

- 10.3.1 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.

10.4 SALARY RATE UPON INITIAL APPOINTMENT

- 10.4.1 Upon initial appointment, an employee will be placed Step 1 at the appropriate salary grade for their job classification, subject to the provisions of NAC 284.204.

10.5 SALARY RATE UPON PROMOTION

- 10.5.1 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 to an increase of two (2) steps above the step held in the former grade, whichever is higher.

10.6 SALARY RATE UPON DEMOTION

- 10.6.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.
- 10.6.2 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.
- 10.6.3 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification, in accordance with NAC 284.173.

10.7 MERIT PAY INCREASE

10.7.1 General

- 10.7.1.1 An employee who successfully completes twelve (12) months of satisfactory service, excluding Overtime, after initial appointment or promotion to a position, will be eligible for a merit pay increase within their salary grade on their pay progression date, and annually thereafter.
- 10.7.1.2 Merit pay increases are not automatically awarded to employees. Merit pay increases will not exceed the maximum of the range of the salary grade of the employee's job classification.
- 10.7.1.3 To be eligible for a merit pay increase, the employee must meet a satisfactory level of performance and competence during the twelve (12) month period prior to their performance evaluation.

10.7.2 Denial of Merit Pay Increase

- 10.7.2.1 If an employee receives a performance evaluation stating that their performance and competence is substandard, the Employer may withhold the merit pay increase. If the Employer denies a merit pay increase, the employee and the Union will be noticed in writing of the specific reasons for the denial. The employee may request a review of this denial by the Department or Division head, or designee, within ten (10) calendar days of receipt of the notice of denial. A meeting to discuss the review by the Department or Division head, or designee, will be scheduled within ten (10) calendar days of receipt of the request to review. The employee may request a Union Steward be present at the review meeting. The determination of the Department or Division head, or designee, is final. Denial of step increase is not subject to grievance under Article 18_, Grievance Procedure.

10.7.3 *Delay of Merit Pay Increase*

10.7.3.1 The Employer and the Union agree that if there is a delay in a merit pay increase being reflected on the employee's paycheck due to administrative delay or clerical error, the Employer will adjust the employee's paycheck appropriately to reflect retroactive payment of the merit pay increase to the proper effective date.

10.8 CALLBACK PAY

10.8.1 Callback pay will be administered in accordance with NAC 284.214.

10.9 COMPENSATORY TIME

10.9.1 Compensatory Time will be administered in accordance with NAC Chapter 284 and Article 6 – Hours of Work of this Agreement.

10.9.2 The maximum amount of Compensatory Time accrual is two hundred forty (240) hours.

10.10 DANGEROUS DUTY PAY

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

10.11 EDUCATION PAY

10.11.1 Employees covered under this Agreement who possesses an Associate's Degree are eligible to receive education pay in the amount of five hundred dollars (\$500.00) per fiscal year to be distributed each July.

10.11.2 Employees covered under this Agreement who possesses a Bachelor's Degree are eligible to receive education pay in the amount of nine hundred dollars (\$900.00) per fiscal year to be distributed each July; however, employees who are required to possess a Bachelor's Degree as a minimum qualification for their job specification are not eligible for this education pay.

10.11.3 Employees covered under this Agreement who are required to possess a Bachelor's Degree as a minimum qualification for their job specification and who possess a Master's Degree are eligible to receive pay in the amount of nine hundred dollars (\$900.00) per fiscal year to be distributed each July.

10.11.4 An employee who wishes to receive education pay must submit proof of possession of that degree to their Department/Division Human Resources Office with their request to receive the pay.

10.11.5 An employee may not combine education pay for an Associate's Degree and a Bachelor's Degree.

10.12 HOLIDAY PAY

10.12.1 *Holiday Pay*

10.12.1.1 Full-time employees will be compensated at their regular hourly rate of pay for hours they are scheduled to work on a designated holiday even though they do not work.

10.12.2 Holiday Premium Pay

10.12.2.1 In addition to holiday pay, full-time employees who actually work on a designated holiday will be compensated at their regular hourly rate of pay for their regularly scheduled work hours.

10.12.3 Holiday Compensation Rules

10.12.3.1 Part-time employees who begin employment before and remain employed after the designated holiday will be compensated in cash or Compensatory Time for the holiday in an amount proportionate to the time they were in pay status during the month prior to the holiday.

10.12.3.2 Full-time employees who are employed before the holiday and are in full pay status for eighty (80) non-Overtime or non-standby hours during the pay period, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday.

10.12.3.3 Employees who resign, are dismissed, or are separated before a holiday will not be compensated for the holidays occurring after the effective date of the resignation, dismissal, or separation.

10.13 OVERTIME

10.13.1 Overtime will be administered in accordance with NRS 284.

10.14 SPECIAL ADJUSTMENTS TO PAY

10.14.1 The maximum Special Adjustment to Pay and/or Special Assignment Pay for any employee is fifteen percent (15%) of their regular hourly rate of pay.

10.14.2 Bilingual Pay

10.14.2.1 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 base rate of pay for a Special Adjustment to Pay (Bilingual Pay). Employees will be certified by their Department/Division that they are assigned work based upon their bilingual skills and are eligible for the premium pay.

10.14.3 Critical Incident Response Team

10.14.3.1 An employee assigned to the Critical Incident Response Team will be eligible to receive an additional pay equivalent to five percent (5%) of their regular hourly base rate of pay

for a Special Adjustment to Pay while assigned to the Critical Incident Response Team.

10.14.4 Field Training Officer (FTO) Pay

10.14.4.1 An employee assigned to be an FTO will be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (FTO Pay) for the hours spent in FTO status.

10.14.5 Honor Guard Duty

10.14.5.1 An employee assigned to Honor Guard Duty in the Department of Public Safety and University Police will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay for all hours performing the duty.

10.14.6 Instructor Pay

10.14.6.1 An employee assigned to be an instructor will be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay for the hours spent as an instructor.

10.14.7 K-9 Pay

10.14.7.1 Employees assigned to K-9 duty will receive additional pay equivalent to ten percent (10%) of their regular hourly base rate of pay for a Special Adjustment to Pay (K-9 Pay).

10.14.8 Motors Pay

10.14.8.1 An employee who is assigned to motorcycle duty will receive a Special Adjustment to Pay (Motors Pay) equivalent to ten percent (10%) of their regular hourly rate of pay.

10.14.9 Public Information Officer Duty

10.14.9.1 An employee assigned to act as a Public Information Officer in the Department of Public Safety will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (PIO Pay).

10.14.10 Task Force Special Assignments

10.14.10.1 An employee assigned to a specified Task Force will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (Special Assignment Pay) for the hours spent working on their assigned Task Force. Eligible Task Force Special Assignments will be listed in Appendix _ of this Agreement. Special Assignments to Task Forces are at the discretion of the Department/Division and can be revoked at any time.

10.15 STANDBY PAY

- 10.15.1 An Overtime-eligible employee is considered to be on standby status in accordance with NAC 284.218.

10.16 EQUIPMENT & WEAPONS

10.16.1 General Provisions

- 10.16.1.1 The Department or Division will supply a list of approved types of weapons an employee can carry while on duty. An employee may choose to carry any weapon from this list while on duty so long as they maintain the appropriate training, certifications, and qualifications for that weapon.
- 10.16.1.2 The Department or Division Armorer will be responsible for maintenance and repair of State- issued weapons and will stock replacement weapons and ammunition for use when weapons become unserviceable.
- 10.16.1.3 Employees who choose to use a personal weapon as their duty weapon are responsible for maintenance of that weapon, as well as insuring that weapon meets the appropriate standards for use and maintenance as proscribed by Department or Division policy. Additionally, employees who choose to use their personal weapon must maintain the appropriate training, certifications, and qualifications for that weapon.
- 10.16.1.4 A State-issued weapon that is damaged or destroyed as a result of a duty related incident will be replaced by the Department or Division. If the incident giving rise to the need for a replacement weapon is a result of negligence, the employee may be subject to disciplinary action.
- 10.16.1.5 An employee retiring from the State service may elect to purchase their State-issued duty-firearm.
- 10.16.1.6 The Employer will provide body armor for employees covered under this Agreement.
- 10.16.1.7 Employees who are required to wear body armor will have the choice of wearing a standard vest or a load bearing vest.
- 10.16.1.8 The Employer shall provide any updated equipment policies to the Union for feedback prior to implementation.
- 10.16.1.9 Employees who wish to purchase upgraded body armor may be eligible for reimbursement up to the cost equivalent to the Employer-provided body armor, per the life of the body armor as detailed by the manufacturer.

10.16.2 Equipment Replacement

- 10.16.2.1 The Employer will replace Employer-provided equipment on a regular schedule as defined in Department or Division policy and procedure, or as determined by the Employer, as

needed due to normal wear and tear in the course and scope of the employee's duties.

10.16.2.2 Reimbursement for employee personal equipment may be granted by the Department or Division if said equipment is damaged during the normal course and scope of duty.

10.16.2.3 Employees must submit a report detailing how the personal equipment was damaged to their Department or Division for approval or disapproval within three (3) working days of the date the incident occurred.

10.17 UNIFORMS

10.17.1 General Provisions

10.17.1.1 Employees covered under this Agreement are required to wear uniforms.

10.17.1.2 The Employer will determine and provide all uniform pieces and gear or provide a Uniform Allowance, if applicable, for employees to purchase uniform pieces and gear from authorized vendors.

10.17.2 Uniform Replacement

10.17.2.1 The Employer will provide for the replacement of uniform items on a regular schedule as defined in Department or Division policy and procedure, or as needed due to normal wear and tear in the course and scope of the employee's duties.

10.17.3 Uniform & Equipment Allowance

10.17.3.1 Effective July 1, 2023, employees in the Department of Public Safety will receive a Uniform & Equipment Allowance of one thousand four hundred dollars (\$1,400.00) per fiscal year, to be distributed in four equal payments during the fiscal year.

10.17.3.2 Effective July 1, 2023, all employees covered under this Agreement will be eligible to receive a footwear allowance of two hundred fifty dollars (\$250.00) per biennium.

Article 11. Leave

PART A – PAID LEAVE

11.1 ADMINISTRATIVE LEAVE

11.1.1 The Employer has the right to place an employee on paid Administrative Leave in accordance with NAC 284.589.

11.1.2 An employee on paid Administrative Leave is required to be available to their supervisor during their leave.

11.2 ANNUAL LEAVE

- 11.2.1 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 leave is subject to a maximum of four hundred eighty (480) hours of banked Annual Leave.
- 11.2.2 Employees will be eligible to use Annual Leave after completion of six (6) months of continuous full-time service.
- 11.2.3 *Accrual*
 - 11.2.3.1 For each calendar month of full-time continuous service, a regular full-time employee is entitled to accrue Annual Leave as follows:
 - 11.2.3.1.1 0 to 10 years - 1¼ days per month
 - 11.2.3.1.2 10 years to 15 years - 1½ days per month
 - 11.2.3.1.3 15 years to 20 years - 1¾ days per month
 - 11.2.3.1.4 20 years or more - 2¼ days per month
- 11.2.4 *Annual Leave Usage*
 - 11.2.4.1 Employees must submit Annual Leave requests in writing using the approved method dictated by their Department or Division. The Department or Division has the authority to approve or disapprove Annual Leave requests if business or operational needs dictate such action.
- 11.2.5 *Annual Leave Cash Out*
 - 11.2.5.1 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, up to forty (40) hours per instance, so long as after cash out they have remaining balance that is greater or equal to two hundred (200) hours of banked Annual Leave.
 - 11.2.5.2 Upon separation from State service, excluding dismissal for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the employee has six (6) months of continuous full-time service.
 - 11.2.5.3 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.

11.3 CATASTROPHIC LEAVE

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

- 11.3.2 In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.
- 11.3.3 An employee may donate to their specific employing Departmental or Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.
- 11.3.4 Employees are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

11.4 CIVIL LEAVE

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

11.4.2 Jury Duty

11.4.2.1 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.

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

11.4.2.2.1 Working Prior to Jury Duty Reporting Time

11.4.2.2.1.1 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,

11.4.2.2.2 Working After Jury Duty Reporting Time
11.4.2.2.2.1 If the employee is assigned to the graveyard shift and is 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. Employees 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.

11.4.2.3 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.

11.4.3 Voting

11.4.3.1 Civil Leave will 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.

11.5 COMPENSATORY TIME

11.5.1 As defined in Article 9, Compensation.

11.6 HOLIDAYS

11.6.1 Employees will be provided the following paid non-working holidays per year:

- 11.6.1.1 New Year's Day - January 1
- 11.6.1.2 Martin Luther King, Jr.'s Birthday - Third Monday in January
- 11.6.1.3 Presidents' Day - Third Monday in February
- 11.6.1.4 Memorial Day - Last Monday in May
- 11.6.1.5 Juneteenth - [Observed Day]
- 11.6.1.6 Independence Day - July 4
- 11.6.1.7 Labor Day - First Monday in September
- 11.6.1.8 Nevada Day Observed - Last Friday in October
- 11.6.1.9 Veterans' Day - November 11
- 11.6.1.10 Thanksgiving Day - Fourth Thursday in November

11.6.1.11 Family Day - The Friday immediately following the fourth Thursday in November

11.6.1.12 Christmas Day - December 25

11.6.2 *Holiday Observance Days*

11.6.2.1 For full-time employees with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday, the succeeding Monday will be observed as the holiday.

11.6.2.2 For full-time employees who do not have a Monday through Friday work schedule, when a designated holiday falls on their scheduled workday, that day will be considered the holiday. When a designated holiday falls on the employee's RDO, the Department or Division will treat the employee's workday immediately before or immediately after as the holiday.

11.6.2.3 An employee may request an alternate day off as their holiday if the requested day off falls within the same pay period as the holiday. The Department or Division may approve or disapprove the request.

11.6.2.4 The holiday for graveyard shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Department or Division. The holiday will start either at the beginning of the scheduled graveyard shift that begins on the calendar day designated as the holiday, or the beginning of the shift that precedes the calendar day designated as the holiday.

11.6.2.5 The holiday for graveyard shift employees will be the same for all graveyard shift employees in a facility.

11.7 MILITARY LEAVE

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

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

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

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

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

11.8 SICK LEAVE

11.8.1 Accrual

11.8.1.1 A full-time regular employee in continuous full-time service, excluding Overtime, will accrue Sick Leave at the rate of ten (10) hours per month.

11.8.2 Carry Forward & Transfer

11.8.2.1 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 or Division to another, regardless of status, their accrued Sick Leave will be transferred to the new Department or Division for their use.

11.8.3 Sick Leave Use

11.8.3.1 Sick Leave will be charged according to the exact time used and may be used for the following reasons:

11.8.3.1.1 Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.

11.8.3.1.2 Time away from work to attend personal medical or dental appointments.

11.8.3.1.3 Time away from work to care for family members as allowed under the Family and Medical Leave Act (FMLA). Family member is defined to include:

11.8.3.1.3.1 Child.

11.8.3.1.3.2 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.

11.8.3.1.3.3 Spouse.

11.8.3.1.3.4 Registered domestic partner.

- 11.8.3.1.3.5 Grandparent.
 - 11.8.3.1.3.6 Grandchild.
 - 11.8.3.1.3.7 Sibling.
 - 11.8.3.1.4 Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
 - 11.8.3.1.5 Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
 - 11.8.3.1.6 Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department or Division.
 - 11.8.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
 - 11.8.3.1.8 Time away from work to be with member(s) of the employee's household who experience injury or illness.
- 11.8.4 *Sick Leave Reporting, Certification, & Verification*
- 11.8.4.1 Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable. For unexpected Sick Leave, an employee must promptly notice their supervisor on the first day of Sick Leave and each day thereafter unless there is mutual agreement to do otherwise.
 - 11.8.4.2 An employee returning to work after any Sick Leave absence 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.
 - 11.8.4.3 If medical certification or verification is required for employees in Overtime- eligible positions, it shall be in accordance with the provisions of this Agreement.

11.8.5 *Sick Leave Abuse*

- 11.8.5.1 The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.
- 11.8.5.2 Supervisors are expected to monitor employee usage of Sick Leave and may hold a Coaching & Counseling session, issue a Letter of Instruction, Oral Reprimand, or Written Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental or Divisional Penalties & Prohibitions.
- 11.8.5.3 When a supervisor suspects Sick Leave abuse they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.
- 11.8.5.4 If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article 18, Discipline.
- 11.8.5.5 The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department or Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

11.8.6 *Sick Leave Cash Out*

- 11.8.6.1 An employee who leaves or retires from State service may receive a cash out of Sick Leave hours pursuant to NRS 284.355.

11.9 UNION LEAVE

- 11.9.1 See Article 24, Union Activities.

11.10 WORK-RELATED INJURY LEAVE (WORKERS' COMPENSATION)

11.10.1 *General Provisions*

- 11.10.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 11.10.1.2 If an employee incurs a work-related injury or illness they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.

- 11.10.1.3 Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the DHRM Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.
- 11.10.1.4 The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.
- 11.10.1.5 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly.
- 11.10.1.6 The Employer will abide by federal and state law regarding work-related injury and illness.

11.10.2 Compensable Work-Related Injury or Illness Leave

- 11.10.2.1 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.

11.10.3 Return-to-Work

- 11.10.3.1 The Employer will follow the provisions of state law and Department or Division policy related to a Return-to-Work program. The Department or Division will attempt to find opportunities, if available, for modified duty that can be offered to employees participating in the Return-to-Work Program.
- 11.10.3.2 Employees suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

PART II – UNPAID LEAVE

11.11 BENEFITS RELATING TO DOMESTIC VIOLENCE

- 11.11.1 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.
- 11.11.2 An employee may use the time away from work related to domestic violence to:
 - 11.11.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
 - 11.11.2.2 Obtain counseling or assistance; and/or,
 - 11.11.2.3 Participate in any related court proceedings; and/or,
 - 11.11.2.4 Establish a safety plan.
- 11.11.3 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 an accommodation would pose an undue hardship on the Department or Division.

11.12 BEREAVEMENT LEAVE

- 11.12.1 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, and for a relative.
- 11.12.2 Employees may use Sick Leave during their time away from work for bereavement. 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.

11.13 FURLOUGH LEAVE

- 11.13.1 In the event that the Nevada State Legislature requires that Furlough Leave be taken, all employees covered by this Agreement shall be subject to such requirements.

11.14 LEAVE WITHOUT PAY (LWOP)

- 11.14.1 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.

11.15 LEAVE OF ABSENCE WITHOUT PAY

- 11.15.1 A leave of absence without pay may be approved for up to one (1) year by a Department or Division head, or designee, for any satisfactory reason. The Personnel Commission, upon recommendation of the Department or Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.
- 11.15.2 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.

11.16 FAMILY & MEDICAL LEAVE

- 11.16.1 Consistent with the federal Family & Medical Leave Act of 1993 (FMLA) and any amendments thereto, and the Nevada State Family Leave Act (NFLA), an employee who has worked for the Employer for at least twelve (12) months and has been in full paid status, excluding paid leave, for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of time away from work under the FMLA in a twelve (12) month period for one or more of the following reasons:
 - 11.16.1.1 Time away from work for the birth of and to care for a newborn child, or placement for adoption or foster care of a child, and to care for that child.
 - 11.16.1.2 Time away from work due to an employee's own serious health condition that requires their absence from work.
 - 11.16.1.3 Time away from work to care for a spouse, child, stepchild, adopted, or foster child, parent, or registered domestic partner, who suffers from a serious health condition that requires on-site care or supervision by the employee.
 - 11.16.1.4 Time away from work for a qualifying exigency when the employee's spouse, child, stepchild, adopted, or foster child of any age, or parent is on active duty or called to active-duty status of the Armed Forces, Reserves, or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.
- 11.16.2 Eligible employees may take up to twenty-six (26) workweeks of time away from work in a single twelve (12) month period to care for a covered service member or veteran who is suffering from a serious injury or illness incurred while deployed on active duty, provided that covered service member or veteran is the employee's spouse, child, stepchild, adopted or foster child of any age, parent, or next of kin.

- 11.16.3 During a single twelve (12) month period where an employee takes time away from work to care for a family member in the military, the employee may only take a combined total of twenty-six (26) weeks of time away from work for being a military caregiver and time away from work for any other FMLA qualifying reason(s).
- 11.16.4 The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee must be absent from work for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA covered time off.
- 11.16.5 Entitlement to time away from work for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the adopted or foster child.
- 11.16.6 The FMLA entitlement period will be a rolling twelve (12) month period measured from the date an employee begins their FMLA covered absence. Each time an employee takes time away from work during the twelve (12) month period for their FMLA approved reason, the time will be subtracted from the available allotment of twelve (12) workweeks.
- 11.16.7 The Employer will continue the employee's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of time away from work covered by the FMLA. The employee will be required to pay their share of health insurance, life insurance, and disability insurance premiums.
- 11.16.8 The Employer has the authority to designate absences that meet the criteria as FMLA covered time away from work.
- 11.16.9 Employees may use paid leave while away from work for an FMLA qualifying event. The use of any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any employee using paid leave for an FMLA qualifying event must follow the notice and certification requirements relating to that form of paid leave as stated in this Article.
- 11.16.10 The Employer may require certification from the employee's, family member's, or the covered service member's health care provider for the purpose of qualifying for time away from work under the FMLA.
- 11.16.11 The Employer will use forms designated by the United States Department of Labor (US DOL) in the administration of the FMLA.
- 11.16.12 Time away from work for an employee's or a family member's serious health condition, serious injury, or illness covered under the FMLA may be taken intermittently when certified as medically necessary.
- 11.16.13 Employees must make reasonable efforts to schedule time away from work for planned medical treatment so as not to unduly disrupt the

Employer's operations. Absence due to qualifying exigencies may also be taken on an intermittent basis.

- 11.16.14 Upon returning to work after the employee's own serious health condition, the employee will be required to provide a fitness for duty (FFD) certificate from their treating health care provider.
- 11.16.15 The employee will provide the Employer with not less than thirty (30) days' notice before any absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.
- 11.16.16 Definitions used in this Section will be in accordance with the FMLA. The parties recognize that the US DOL is working on further amendments to the FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

11.17 MILITARY LEAVE - UNPAID

- 11.17.1 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.
- 11.17.2 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

Article 12. Workplace Violence

- 12.1 The Employer and the Union agree that the personal safety and health of each employee is of primary importance.
- 12.2 It is the responsibility of all employees to support safety and health programs. For the express purpose of protecting employees at the workplace as much as is practicable, employees are encouraged to report all incidents of direct or indirect threats received or actual violent events to a supervisor and restraining orders granted against their disgruntled spouse, domestic partner, acquaintance, or others. Failure to report will not subject an employee to disciplinary action. Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. If warranted, incidents will be immediately investigated, and appropriate action taken.
- 12.3 The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

Article 13. Workplace Environment

- 13.1 The Employer and the Union agree that all employees should 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.

- 13.2 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.

13.3 APPEARANCE

- 13.3.1 Employees are expected to dress neatly and present a clean appearance. Where a Department/Division has grooming standards or a dress code, employees must comply and maintain these standards. All Departments/Divisions will enforce these standards and uniform policies fairly and consistently.
- 13.3.2 The Union shall have the ability to have one representative participate in any grooming standards, dress code, or uniform committees established by a Department/Division.

13.4 SECONDARY EMPLOYMENT

- 13.4.1 An employee has the right to engage in any activity, enterprise, or secondary employment unless such is in violation of established law and/or directly conflicts with or impacts their duties with their Department or Division.
- 13.4.2 Secondary employment determinations must be made in accordance with Department or Division mission, policies, the State Administrative Manual (SAM), and NRS 281A. The nature of any conflict(s) or impact will be determined by the Department or Division once the employee has submitted a completed Secondary Employment Disclosure form for review. If the Department or Division believes an employee's secondary employment is in conflict or impacts their primary employment in accordance with this Section, it will respond as such in writing, such decision may be grieved under Article 19, Grievance Procedure.
- 13.4.3 A copy of all policies, procedures, and the Departmental or Divisional-specific Penalties & Prohibitions will be made available to employees upon request. The SAM is available for all employees on the Governor's Office of Finance website.

Article 14. Performance Evaluation

- 14.1 The Employer will evaluate employee work performance according to established work standards. Performance evaluations are expected to be fair and objective. Employees will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising

is a part of the employee's job duties, their supervision of the work of others. Work standards shall be transparent and made known to the employee in advance of their performance evaluation. The Employer will make any changes in work performance standards known to employees.

- 14.2 The performance evaluation process will include performance expectations and goals that reflect the employee's and the Departmental or Divisional objectives.
- 14.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date.
- 14.4 Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental or Divisional and Central Personnel Files.

14.5 COACHING & COUNSELING

- 14.5.1 To address performance issues that may arise in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period.
- 14.5.2 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.
- 14.5.3 Coaching & Counseling gives supervisors an opportunity to discuss performance issues, expectations, and performance goals with their employees in a non-punitive setting; however, Coaching & Counseling that is documented 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.
- 14.5.4 Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, expectations, and goals and to provide support to employees so that skills and abilities can be aligned with work standards.
- 14.5.5 Coaching & Counseling sessions will be documented in the Supervisor File.

14.6 LETTERS OF INSTRUCTION (LOI)

- 14.6.1 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.
- 14.6.2 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. Letters of Instruction will not be used as progressive discipline.

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

14.6.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

14.7 PERFORMANCE IMPROVEMENT PLAN (PIP)

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

14.7.2 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 Departmental or Divisional Personnel File.

14.7.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP before discipline is administered for the employee's conduct and/or performance. Performance improvement plans may not be used to circumvent the discipline process.

14.8 PERFORMANCE EVALUATION REVIEW

14.8.1 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 supervisor within twenty (20) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the employee. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 19, Grievance Procedure. Completed performance evaluations will be filed in the employee's Departmental or Divisional Personnel File and Central Records Personnel File.

Article 15. Training & Professional Development

15.1 GENERAL PROVISIONS

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

15.2 MANDATORY TRAINING

- 15.2.1 Employees are required to complete mandatory training courses as specified in their Department's or Division's policies, Administrative Regulations, Standing Orders, and directives, and within the timelines outlined. Departments or Divisions will give employees time during their regularly scheduled workday to complete mandatory training. Departments or Divisions will make reasonable attempts to schedule any Employer-required training during the employee's regular work shift.
- 15.2.2 The Employer will provide access for all employees to all mandatory training courses via online programs, in-person classes, or independent study courses.
- 15.2.3 Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.
- 15.2.4 Attendance at Employer-required training will be considered time worked in accordance with Article 10A, Compensation.
- 15.2.5 Absent extenuating circumstances, failure to successfully complete mandatory training may subject an employee to disciplinary action.

15.3 SPECIALIZED MANDATORY TRAINING

- 15.3.1 Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses provided by the Department or Division.
- 15.3.2 Specialized mandatory training, pursuant to the Department's or Division's; or Nevada POST requirements includes but is not limited to: safety-related training; equipment operation training; firearms training and qualification; and, Internet security awareness training.
- 15.3.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 9 , Safety & Health.
- 15.3.4 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action up to and including dismissal.
- 15.3.5 Departments or Divisions may offer formal training to give employees training in addition to that required by Nevada POST inclusive of racial profiling, LGBTQIA awareness, homegrown domestic terrorist training, mental health, implicit bias recognition, well-being of officers, de- escalation, EVOC, human trafficking, firearms, building searches, crises intervention training, and riot control. This training may be a combination of actual practice classroom training and online training, where practicable.
- 15.3.6 For employees in designated special assignments, they may receive additional training, practice, and education.

15.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 15.4.1 The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.
- 15.4.2 Employees can find a complete course listing by visiting the OED website.
- 15.4.3 For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.
- 15.4.4 The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention.
- 15.4.5 Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

15.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

- 15.5.1 Some employees covered under this Agreement may be required to maintain professional certifications or licensure according to their job classification and federal and state law.
- 15.5.2 Employees may request approval to attend continuing education courses for the purpose of renewing certification or licensure and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.
- 15.5.3 Attendance at approved continuing education courses during an employee's regularly scheduled workday are considered work time in accordance with Article 10 , Compensation. when it does not unreasonably burden the Department or Division.

15.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 15.6.1 Employees may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by Departments or Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.
- 15.6.2 Employees must submit a request form to attend external training or professional development using the process designated by their Department or Division.

15.6.3 Departments or Divisions will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities. Attendance at an external training and professional development education course will be considered work time in accordance with Article 10, Compensation.

15.7 PROFESSIONAL ASSOCIATION DUES

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

15.8 TRAINING RECORDS

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

15.9 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

- 15.9.1 The Employer and the Union agree that training for managers, supervisors, and Union Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Representatives, and the Employer will provide training to managers and supervisors on this Agreement.
- 15.9.2 The Union will present the training to current Union Representatives within the bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement.
- 15.9.3 The training will be considered time worked for those Union Representatives who attend the training during their scheduled work shift. Union Representatives who attend the training during their non-work hours will not be compensated.
- 15.9.4 Union Representatives may request to attend Union training. Union training will be considered Union Business Leave for Union Representatives to attend the training during their scheduled work shift. Union requests for leave to attend Union training shall not be unreasonably denied.
- 15.9.5 Scheduling of CBA training will not unreasonably interfere with an employee's regular duties and the parties will take this into account when agreeing on the date, time, number, and the names of the Union Representatives attending each CBA training.

15.10 TUITION REIMBURSEMENT & CAREER DEVELOPMENT

- 15.10.1 Employees will be reimbursed for educational training courses taken subsequent to approval pursuant to the following:
 - 15.10.1.1 Departments or Divisions may approve full or partial tuition reimbursement, consistent with Department or Division policy and within available resources. The employee must submit an application for approval for tuition reimbursement prior to the start of the educational course.
 - 15.10.1.2 The training must be directly related to the required skill or education for the employee's current position. There will be no reimbursement merely for promotion preparation.
 - 15.10.1.3 Only full-time permanent employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Department or Division in accordance with the Departmental or Divisional training program.
 - 15.10.1.4 Department or Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses.
 - 15.10.1.5 Employees who have been approved for tuition reimbursement under this Article will not be reimbursed for more than one thousand dollars (\$1,000.00) per fiscal year.
 - 15.10.1.6 No reimbursement will be affected if the cost is assumed by any other institution, scholarship, or grant-in-aid.
 - 15.10.1.7 Absent an agreement to the contrary, when an employee moves to another Department or Division prior to completion of an approved course, the approving Department or Division will retain the obligation for reimbursement if the course is satisfactorily completed.
 - 15.10.1.8 Employees who pay for their own course(s) may, upon approval at the discretion of the Department or Division, use paid time to attend the training.

Article 16. Alcohol, Drug, & Tobacco-Free Workplace

- 16.1 Nothing in this Article is intended to remove any protections employees have under existing Nevada or Federal law.
- 16.2 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.

16.3 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with federal and state law.

16.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

16.4.1 The Employer offers an EAP to all employees.

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

16.5 TOBACCO-FREE WORKPLACE

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

16.5.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

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

Article 17. Reasonable Accommodation

17.1 The Employer and the Union will comply with all relevant federal and state laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities. This Article does not change or modify any existing relevant federal or state laws, regulations, and executive orders that allow for reasonable accommodations.

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

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

17.4 An employee who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental or Divisional Human Resources Office or their Departmental or Divisional ADA Coordinator.

17.5 The Departmental or Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.

- 17.6 An employee requesting accommodation must cooperate with their Departmental or Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental or Divisional Human Resources Office or ADA Coordinator may request that the employee obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the employee may qualify.
- 17.7 All medical information disclosed to the Employer will be kept confidential.
- 17.8 In the event the Departmental or Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department or Division, as well as Employer-wide, the employee may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article 22, Separation from Service.

Article 18. Discipline

- 18.1 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. Discipline is supported by just cause when it is not for any arbitrary, capricious, or illegal reason, and which is one based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.
- 18.2 The Appointing Authority, or designee¹ has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations. The Appointing Authority, or designee, shall ensure that an employee has notice as required by NRS Chapter 284 and/or NRS Chapter 289, shall ensure the investigation is fair and impartial, and shall ensure discipline is administered fairly.
- 18.3 At the conclusion of an evaluation or investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the employee's conduct in accordance with a progressive disciplinary model.

18.4 PEACE OFFICERS BILL OF RIGHTS

- 18.4.1 The Employer and the Union agree that NRS Chapter 289, known as the Peace Officer Bill of Rights is intended to protect peace officers in the State of Nevada and applies to the administration of disciplinary action relating to peace officers employed by the State of Nevada.

- 18.4.2 The Employer and the Union agree that this Agreement covers employees in bargaining Unit G and are job classifications defined as "Category I Peace Officers."

18.5 PROGRESSIVE DISCIPLINE

- 18.5.1 The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the employee's conduct or performance deficits continue.
- 18.5.2 Disciplinary action may be issued for, but is not limited to, the following:
- 18.5.2.1 Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.
 - 18.5.2.2 Any violation of federal or state law, Department or Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.
 - 18.5.2.3 Failure of an employee to abide by the standards of ethical conduct that is identified in state law or Department or Division policy.
- 18.5.3 Progressive disciplinary action includes the following, in order of severity:
- 18.5.4 *Oral Warnings*
- 18.5.4.1 When instruction and training have not resulted in the change in behavior or performance that is desired, an Oral Warning is typically the first level in the progressive disciplinary process.
 - 18.5.4.2 An Oral Warnings is a verbal communication with the employee that: Identifies the conversation as an oral warning;
 - 18.5.4.3 Identifies the gap between the performance standard and actual performance or identifies misconduct.
 - 18.5.4.4 Establishes standard or outlines employee improvement action plan; and Identifies consequences of further performance issues and/or misconduct.
 - 18.5.4.5 An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Oral Warning will be filed in the Supervisor File if one is maintained.
 - 18.5.4.6 This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.

- 18.5.4.7 Oral Warnings are not subject to grievance under Article 19, Grievance Process; however, an employee may provide written comment to the Oral
- 18.5.4.8 Warning and may request a review meeting with their supervisor or manager.
- 18.5.5 *Written Reprimand*
 - 18.5.5.1 Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.
 - 18.5.5.2 Written Reprimands will be issued using the NPD-52 Written Reprimand form.
 - 18.5.5.3 A copy of the executed, signed and/or acknowledged Written Reprimand will be provided to the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
 - 18.5.5.4 An employee shall not be disciplined for refusing to sign a written reprimand. The supervisor will simply note "employee refused to sign".
 - 18.5.5.5 Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.
 - 18.5.5.6 An employee may grieve the receipt of a Written Reprimand by filing a grievance under Article 19 , Grievance Procedure, within twenty (20) calendar days of receipt of the Written Reprimand.
- 18.5.6 *Suspension from Duty Without Pay*
 - 18.5.6.1 When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline.
 - 18.5.6.2 A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.
 - 18.5.6.3 A suspension from duty without pay will not exceed thirty (30) calendar days.
 - 18.5.6.4 A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

18.5.6.5 Suspension from duty without pay may either be grieved under Article 19 , Grievance Procedure within twenty (20) calendar days from the effective date of the suspension from duty without pay or appealed to the Nevada State Personnel Commission for review by a Hearing Officer, within ten (10) working days in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 19, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

18.5.6.6 A grievance of a suspension from duty without pay will begin at Step 4 under Article 19, Grievance Procedure.

18.5.7 *Demotion*

18.5.7.1 Demotion occurs after other forms of discipline have not produced the appropriate change in behavior or when the employee's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline.

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

18.5.7.3 Demotion may either be grieved under Article 19, Grievance Procedure, within twenty (20) calendar days from the effective date of the demotion or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 19, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

18.5.7.4 A grievance of a demotion will begin at Step 4 under Article 19 , Grievance Procedure.

18.5.8 *Dismissal from Service*

18.5.8.1 Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the employee's behavior is particularly egregious.

18.5.8.2 A dismissal from State service will be issued using the HR-41 Specificity of Charges form.

- 18.5.8.3 A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided to the employee and will be placed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 18.5.8.4 Dismissal from service may either be grieved under Article 19, Grievance Procedure, within twenty (20) calendar days from the effective date of the dismissal or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 19, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner, pursuant to NRS 288.505.
- 18.5.8.5 A grievance of a dismissal from service will begin at Step 4 under Article 19, Grievance Procedure.

18.5.9 *Last Chance Agreement (LCA)*

- 18.5.9.1 An 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. In the event an employee continues to have documented performance issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may, at their sole discretion, elect to enter into an LCA with that employee prior to executing dismissal from service.
- 18.5.9.2 A copy of the executed, signed and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 18.5.9.3 A Last Chance Agreement is not subject to the Grievance Procedure or any appeal process, as it is a voluntary agreement entered into between the Employer and the employee.

18.6 INVESTIGATIONS

- 18.6.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Employer Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial.

- 18.6.2 An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee. The Union President or his/her designee shall also be copied on the HR-32 notice by email.
- 18.6.3 The notice provided to the employee who is the subject of the investigation must include:
- 18.6.3.1 A description of the nature of the investigation;
 - 18.6.3.2 A summary of alleged misconduct of the employee;
 - 18.6.3.3 The date, time, and place of the interview or hearing;
 - 18.6.3.4 The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;
 - 18.6.3.5 The name of any other person who will be present at any interview or hearing; and,
 - 18.6.3.6 A statement setting forth the provisions of subsection I of NRS 289.080.
- 18.6.4 An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 within one hundred twenty (120) calendar days after the employee is provided notice of the allegations.
- 18.6.5 If the Appointing Authority, or designee, cannot complete the investigation and make a determination within one hundred twenty (120) calendar days, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator. The DHRM Administrator may approve an extension no more than twice except in cases where the Appointing Authority, or designee, can demonstrate a pattern of dilatory behavior on the part of the employee being investigated and/or their representative. The DHRM Administrator's decision to grant or deny an extension of time is not subject to grievance or review.
- 18.6.6 At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the employee committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, may consider progressive discipline and the seriousness of the offense.

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

18.7 PRE-DISCIPLINARY REVIEW

18.7.1 If, following an investigation, an Appointing Authority, or designee, proposes that a permanent employee be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary Review before the proposed action must be followed:

18.7.1.1 A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to Subsection 2. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered or deemed received. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre- Disciplinary Review may be changed.

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

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

18.7.1.4 At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may inspect any evidence in the possession of the law enforcement Department or Division and submit a response. The law enforcement Department or Division must consider any such response before making a recommendation to impose punitive action against the employee.

- 18.7.1.5 The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal, which shall be granted unless there is good reason not to grant the request.
- 18.7.1.6 This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet together to discuss the proposed disciplinary action. The employee will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 18.7.1.7 The employee may respond both orally and in writing at the Pre-Disciplinary Review. The employee must be:
 - 18.7.1.7.1 Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and,
 - 18.7.1.7.2 Notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.
- 18.7.2 Prior to the Pre-Disciplinary Review hearing, the investigation file and employee file for the target of the investigation shall be electronically transmitted to his or her attorney or representative.

18.8 CONFIDENTIALITY

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

18.9 OFF-DUTY CONDUCT

- 18.9.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental or Divisional Prohibitions & Penalties , Administrative Regulations, Standing Orders, directives, and policies.
- 18.9.2 If an employee covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency that rises to the level of genuine criminal activity, not a minor criminal offense or a common interaction with law enforcement where the employee is not knowingly the suspect of an investigation or arrested, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

Article 19. Grievance Procedure

19.1 GENERAL PROVISIONS

- 19.1.1 All employees this Agreement covers shall have all grievance protections and due process requirements provided by existing Federal and State law. Unless otherwise stated in this Agreement, nothing shall be construed as limiting existing grievance options for employees.
- 19.1.2 A grievance shall be defined in this Agreement as:
 - 19.1.2.1 A dispute regarding the application or interpretation of any law or Department or Division rule, regulation, policy, or procedure relating to an employee's employment.
 - 19.1.2.2 A dispute regarding the application of discipline.
 - 19.1.2.3 A dispute regarding a written reprimand.
 - 19.1.2.4 A dispute regarding a disciplinary suspension.
 - 19.1.2.5 A dispute regarding an involuntary transfer.
 - 19.1.2.6 A dispute regarding dismissal from State service.
 - 19.1.2.7 A dispute involving the interpretation or application of this Agreement.
- 19.1.3 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:
 - 19.1.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined on the DHRM’s website at [https://hr.nv.gov/Sections/EEO Sex- or Gender-Based Harassment and Discrimination Investigation Unit/](https://hr.nv.gov/Sections/EEO_Sex- or Gender-Based_Harassment_and_Discrimination_Investigation_Unit/).
 - 19.1.3.2 A change in classification or the allocation of positions (NRS 284.165).
 - 19.1.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245).
 - 19.1.3.4 A denial of Catastrophic Leave (NRS 284.3629).
 - 19.1.3.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).
 - 19.1.3.6 Any disputes between the Union and the Employer must be addressed through the process outlined in Article 18, Union/Management Dispute Resolution.

19.2 FILING & PROCESSING A GRIEVANCE

19.2.1 Procedure

- 19.2.1.1 Except as otherwise provided in below, the procedure to resolve grievances set forth in this Article is the exclusive means available for resolving grievances and the requirements for filling and advancing grievances.
 - 19.2.1.2 An employee in a bargaining unit who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or dismissal through:
 - 19.2.1.2.1 The grievance procedure provided in this Article; or,
 - 19.2.1.2.2 The procedure prescribed by NRS 284.390.
 - 19.2.1.3 An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through:
 - 19.2.1.3.1 The grievance procedure provided in this Article; or
 - 19.2.1.3.2 The procedure prescribed by NRS 288.115.
 - 19.2.1.4 Once the employee has filed a grievance in writing under the procedure described in this Article, or has requested a hearing before the Employee Management Committee (EMC) under the procedure described in NRS 284.390, or filed a complaint under NRS 288.115, the employee may not file the same grievance using the other procedure. The LRU shall notify the Union of the filing.
 - 19.2.1.5 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1 as outlined below.
 - 19.2.1.6 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4 as outlined below.
- 19.2.2 *Contents of Grievance & Recipients of Grievance*
- 19.2.2.1 The written grievance must be submitted via the State's electronic grievance reporting system must include the following information:
 - 19.2.2.1.1 The name of the grievant;
 - 19.2.2.1.2 The grievant's position, Department and/or Division, and Section;
 - 19.2.2.1.3 The grievant's contact information;
 - 19.2.2.1.4 The date, time, and place wherein the alleged event occurred;
 - 19.2.2.1.5 A statement of the pertinent facts surrounding the nature of the grievance;

- 19.2.2.1.6 The name(s) of any witness(es) to the alleged event or violation(s);
- 19.2.2.1.7 The specific Article, Section, and Subsection of this Agreement alleged to have been violated, and/or the specific NAC or NRS alleged to have been violated;
- 19.2.2.1.8 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
- 19.2.2.1.9 The specific remedy sought by the grievant; and,
- 19.2.2.1.10 The name and signature of the representative filing the grievance on behalf of the employee, if any.

19.2.3 Modifications to a Grievance

- 19.2.3.1 No newly alleged violations may be submitted after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer.

19.2.4 Consolidation of Grievances

- 19.2.4.1 The Union or the Employer may consolidate grievances arising out of the same set of facts through written mutual agreement of the parties.

19.2.5 When Resolution of a Grievance Becomes Binding

- 19.2.5.1 The resolution of a grievance is binding when there is a written agreement between the grievant and the Appointing Authority, or designee, of the employing Department or Division.
- 19.2.5.2 The Appointing Authority, or designee, of the employing Department or Division shall submit each proposed resolution of a grievance which has a fiscal effect to the Budget Division for a determination of whether the resolution is feasible on the basis of its fiscal effects. The fiscal components of the resolution are binding only if it is so found.
- 19.2.5.3 During the time the Budget Division is making their determination, timelines for the grievance are suspended. Once the Budget Division has notified the LRU of their determination, the LRU will notify the grievant and the Union of the determination. Once the LRU has notified the Union, the timelines will be reinstated.

19.3 INFORMAL RESOLUTION OF A GRIEVANCE

19.3.1 General Provisions

19.3.1.1 The parties should make every reasonable effort to resolve a grievance through informal discussions.

19.3.1.2 If the Employer provides the requested remedy or a mutually agreed-upon alternative, a grievance will be considered resolved and may not be moved to the next step.

19.3.2 Informal Mediation

19.3.2.1 Any time during grievance process Steps 1 through 3, by mutual written agreement between the grievant and Employer, the parties may request an informal mediation session through the DHRM Employee Management Services Unit to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

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

19.4 WITHDRAWAL OF A GRIEVANCE

19.4.1 A grievance may be withdrawn by an employee at any time. If a grievance is resolved or withdrawn it cannot be resubmitted.

19.5 GRIEVANCE LEVELS

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

19.5.2 The LRU and/or Employer is obligated to notify the Employee or Union that a grievance has been denied or accepted within the timelines prescribed.

19.5.3 The Union may file a grievance, beginning at Step 3 of this procedure, when it feels it has a dispute with the Employer regarding the application or interpretation of any law, or Department/Division rule, regulation, policy, or procedure relating to employment with the Employer; or, when it feels that it has a dispute involving the interpretation or application of this Agreement or any other agreements between the Union and the Employer.

19.5.4 Step 1 - Supervisor

19.5.4.1 Step 1 of the grievance process is the attempt by the grievant and the grievant's supervisor to resolve the matter. The supervisor's response will be documented and sent to the grievant within fifteen (15) working days.

19.5.5 Step 2 - Division Administrator or Manager, or Designee

19.5.5.1 If the grievance is not resolved at Step 1 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance via the State's electronic grievance reporting system to their Division Administrator or Manager, or designee within fifteen (15) working days.

19.5.5.2 The Division Administrator or Manager, or designee, will meet or confer by telephone with the grievant within fifteen (15) working days of receipt of the grievance and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) working days following that meeting.

19.5.6 *Step 3 - Department Head, or Designee*

19.5.6.1 If the grievance is not resolved at Step 2 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance via the State's electronic grievance reporting system to their Department Head, or designee within fifteen (15) working days.

19.5.6.2 The Department Head, or designee, will meet or confer by telephone with the grievant within fifteen (15) working days of receipt of the grievance, and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) working days following that meeting.

19.5.7 *Step 4 – Formal Mediation*

19.5.7.1 If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step they may do so by indicating they wish to elevate the grievance to Step 4 via the State's electronic grievance reporting system within fifteen (15) working days of receipt of the Step 3 decision. If the Union is the grievant, either party may facilitate the scheduling of formal mediation between the parties. If an employee is the grievant, the LRU shall facilitate the scheduling of any mediation proceedings between the parties.

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

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

19.5.8 *Step 5 - Arbitration*

19.5.8.1 If the grievance is not resolved at Step 4 and the grievant wishes to escalate the grievance to Step 5, they may do so by indicating they wish to elevate the grievance to Step 5 via the State's electronic grievance reporting system within

thirty (30) working days of the formal mediation session. Either party may then file a demand to arbitrate with the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS).

- 19.5.8.2 If the Union is the grievant, either party may facilitate the scheduling of any arbitration proceedings between the parties. If an employee is the grievant, the LRU shall facilitate the scheduling of any arbitration proceedings between the parties.
- 19.5.8.3 Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.
- 19.5.8.4 Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of names of Arbitrators, the parties will select an Arbitrator by alternatively striking names until one name remains. The party striking first shall be determined by lot.
- 19.5.8.5 The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or FMCS Rules of Arbitration, unless otherwise agreed to in writing.
- 19.5.8.6 No later than thirty (30) working days after the demand to arbitrate has been filed, the parties agree to make their respective requests for relevant documents and witnesses and to provide a response to the requests within thirty (30) working days from the date of receipt.
- 19.5.8.7 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.

19.6 WITNESS

- 19.6.1 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.

19.7 ARBITRATOR AUTHORITY

- 19.7.1 The Parties shall notify the Arbitrator so selected that they wish to confer promptly with the Arbitrator, hold hearings as soon as practicable for all Parties, and request the issuance of a report not later than thirty (30) days from the day of the hearing, unless mutually agreed upon by the parties or required differently by the Arbitrator, which shall set forth findings of fact, reasoning, and decisions on the issues submitted.

- 19.7.2 The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.
- 19.7.3 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties, subject to judicial review pursuant to NRS 38.247.
- 19.7.4 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

19.8 ATTENDANCE AT MEETINGS

- 19.8.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings. All such meetings shall be scheduled in accordance with this Article.
- 19.8.2 An employee will be allowed reasonable time, to travel to and from the meetings referenced above. Time spent traveling during the employee's non-working hours to attend meetings referenced above may, at the Department's or Division's discretion, be considered work time. An employee may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from a mediation session and/or an arbitration hearing.
- 19.8.3 An employee must provide at least two (2) working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting, hearing, or mediation session. If two (2) working days' notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. A request must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department or Division business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized to do so by the Department or Division.

19.9 SUCCESSOR CLAUSE

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

19.10 TIMELINES

- 19.10.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing.

19.10.2 As used herein, "days" refers to working days. When calculating a time period as stated in days, exclude the day of the event that triggers the period; then count every working day, and include the last day of the period. If the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

19.11 FAILURE TO MEET TIMELINES

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

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

19.12 GRIEVANCE FILES

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

Article 20. Mediation

20.1 The Employer and the Union agree that if either party believes they have grounds for claims that would ordinarily be submitted to the Governmental Employee Management Relations Board (EMRB) that arise out of collective bargaining, they shall seek formal mediation to resolve those alleged claim(s) prior to filing with the EMRB.

20.2 In the event formal mediation is unsuccessful in the resolution of any alleged claim(s), the parties may submit the claim(s) to the EMRB for adjudication.

Article 21. Reduction in Force (Layoff)

21.1 The Employer and the Union agree to follow the provisions set forth in NAC 284 regarding layoff and reemployment.

21.2 In the event of layoffs or a reduction in force, permanent employees will be laid off according to seniority within the classifications being reduced, starting with the least senior employee.

21.3 Employees shall be given the opportunity to transfer in lieu of layoff, to any positions within their current job classification, and more senior than the least senior employee, or to take a voluntary demotion to any vacant positions for which they are qualified within their Department or Division.

21.4 For purposes of this Article, seniority of permanent employees shall commence on the date of hire and include any break in service, as defined in NAC 284.598.

21.5 Employees who are temporary or probationary employees are not considered permanent employees and shall not have seniority for purposes of layoff and shall be laid off before any permanent employee.

Article 22. Separation from Service

22.1 RESIGNATION

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

22.2 DISABILITY SEPARATION

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

22.3 REINSTATEMENT FROM DISABILITY SEPARATION

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

22.4 DISABILITY RETIREMENT

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

22.4.2 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.nvpers.org.

Article 23. Union/Management Communication Committees

23.1 PURPOSE

23.1.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative

manner. The Employer and the Union will work collaboratively to use these Committees in accordance with their purpose. The Employer and the Union recognize that local and statewide Departmental or Divisional Committees will help serve the employees within those Departments or Divisions.

- 23.1.2 A Union/Management Communication Committee shall meet at a mutually agreed upon time and place twice per year to discuss the administration of this Agreement, to discuss changes implemented, or potential changes contemplated by the Departments or Divisions that may affect the working conditions of employees represented by the Union, to disseminate general information of interest to the parties, and to give Union Representatives the opportunity to share their views and/or make suggestions on subjects of interest to Union members.
- 23.1.3 Union/Management Committees shall be made up of representatives of the Departments or Divisions, the DHRM LRU, and the Union.
- 23.1.4 The Employer and the Union will meet or confer by telephone to establish a mutually agreed upon schedule, time, and place for the Union/Management Committee meeting(s).
- 23.1.5 Examples of additional Committees that may be established are:
 - 23.1.5.1 General Union/Management Communications Committee
 - 23.1.5.2 Department-wide or Division-wide Union/Management Communications Committee
 - 23.1.5.3 Ad Hoc Union/Management Communications Committee
- 23.1.6 For Committees established in accordance with this Article, either party may raise an issue at a Union/Management Communications Committee meeting and may suggest steps to improve the effectiveness of the meetings. Issues raised and suggestions will be discussed and may be implemented upon mutual agreement of the parties. The DHRM LRU, Union Representatives, and/or the Union's Headquarters office will be available to provide assistance and coordination for these meetings.
- 23.1.7 Employee Committee members who participate in these meetings will request attendance at the meeting and have it approved in writing by their immediate supervisor ahead of the date and time of such meetings and will be provided with Union Business Leave to attend the meetings; however, any immediate Departmental or Divisional business must be attended to by the employee prior to their release to attend.

23.2 SCOPE OF AUTHORITY FOR COMMITTEES

- 23.2.1 All Committees established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties shall take minutes during the meetings.

Committees may make recommendations and the Employer may consider such recommendations.

- 23.2.2 Any resolutions of the parties at the meetings will be distributed to Union members and the Employer's Departments and Divisions, as appropriate.

Article 24. Union Activities

24.1 EMPLOYEE RIGHTS

24.1.1 Right to Union Members

- 24.1.1.1 Employees have the right to become a member of the Union.

24.1.2 Right to Union Representation

- 24.1.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment pursuant to NRS 289.057, such as grievances, internal administrative investigations, and critical incidents. It is the employee's responsibility to arrange for Union representation during any meeting.

- 24.1.2.2 The right to Union representation will not apply, for example, to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork including Oral Warnings, Written Reprimands, performance evaluations, staff or work unit meetings, or other routine communications with an employee.

24.1.3 Right to Non-Participation in the Union

- 24.1.3.1 Employees have the right not to participate in Union activities or to be a member of the Union. Neither the Employer nor the Union may discriminate in any way against non-Union-member employees relative to their choice of non-participation or membership; however, if the employee is in a job classification covered under the exclusive representation of the Union, they will still be subject to the provisions of this Agreement as it applies to their job classification.

24.2 UNION RIGHTS

- 24.2.1 The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of Rights, and any amendments thereto.

- 24.2.2 It is recognized that from time to time it will be necessary for Union activities to be carried on during the working hours of the Executive Board officer for the processing of written grievances and the representation of Union members. When the Union activities involving processing written grievances and representation of Union members

occur during a Union representative's regularly scheduled duty hours, the activities may be performed on duty, subject to approval by their immediate supervisor, and with use of their State vehicle, if so approved, which shall not be unreasonably denied. Union leave will not be unreasonably denied.

24.2.3 The Union shall be granted the ability to speak with and present Union materials to cadets during a mutually agreed upon time at the academy, if the academy is not multi- jurisdictional, for a one (1) hour period. If the academy is multi-jurisdictional, the Union shall be granted access to cadets at a mutually agreed upon time during the onboarding process for a one (1) hour period. Cadets are not required to attend any Union informational sessions.

24.2.4 As the exclusive representative of Unit G employees, the Union shall be the only representative (other than an attorney retained by the employee or a representative who is serving entirely independently of a rival organization who is a friend, relative, or coworker) permitted to represent any Unit G employee in matters such as grievances, internal administrative investigations, and critical incidents.

24.2.5 The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgments against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity in any of three situations:

24.2.5.1 The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

24.2.5.2 The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person's detriment;
or

24.2.5.3 The conduct of the person involved in the Union activity affirmatively caused the harm.

24.2.6 This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. The State will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. The Union shall not be liable to indemnify or hold harmless any attorneys' fees and costs for the State's chosen right to participate with legal counsel of its choice. Nothing in this section shall be construed to conflict with any provision of chapter 616C of NRS.

24.3 UNION REPRESENTATIVES

- 24.3.1 A Union Representative is an employee of the Employer who has been appointed by the Union membership to officially represent and defend the interests of fellow bargaining unit covered employees.
- 24.3.2 The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list unless the Union expressly classifies the employee as a Union Representative and provides notice to the Department or Division and the DHRM LRU in advance of a meeting, hearing, or interview. The Union is responsible to update any list of Union Representatives as soon as practicable.
- 24.3.3 Representation may be provided via virtual platforms.
- 24.3.4 Union Representatives must request and receive approval prior to being released for representational duties. Representational duties will be coded to Union Grievance Leave on the Union Representative's timecard.

24.4 INDEMNIFICATION

- 24.4.1 The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgments against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity, including disbursement of Union activities or communications in any of three situations:
 - 24.4.2 The claim involved gross negligence or intentional conduct from the person involved in the Union activity.
 - 24.4.3 The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person's detriment; or
 - 24.4.4 The conduct of the person involved in the Union activity affirmatively caused the harm.
- 24.4.5 The Union shall not be held responsible for attorney fees and costs incurred by the State in defending a suit against the Employer. This clause is not intended to remove any statutory or other protections the Union or State may have against a party bringing a claim. Nothing in this section shall be construed to conflict with any provision of chapter 616C of NRS or other statutes or caselaw that provides protection for law enforcement.

24.5 USE OF STATE FACILITIES & EQUIPMENT

- 24.5.1 The Union may be permitted to use State facilities so long as the use does not interfere with State activities, for the purpose Union representation only with pre-approval from the Department or Division. This includes, but is not limited to, Union use of State conference

room(s) for the purpose of having Union meetings with pre-approval from the Department or Division, provided that the Department's or Division's business necessity always takes priority in scheduling.

24.5.2 *Supplies & Equipment*

24.5.2.1 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 the 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. This does not preclude the use of State-purchased supplies or equipment so long as the use is nominal and does not interfere with Employer's use or control of supplies and equipment.

24.5.3 *Email, Fax Machines, the Internet, & Intranets*

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

24.5.3.2 The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines or Intranets to communicate with one another for Union purposes, except as specifically provided for in this Agreement. Union Representatives may use State-owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 19, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

24.5.3.2.1 Result in little or no cost to the Employer

24.5.3.2.2 Be brief in duration and frequency.

24.5.3.2.3 Not interfere with the performance of their official duties.

24.5.3.2.4 Not distract from the conduct of State business.

24.5.3.2.5 Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.

24.5.3.2.6 Not compromise the security or integrity of State information or software.

24.5.3.2.7 Not include general communication and/or solicitation with employees.

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

24.5.4 *Bulletin Boards*

24.5.4.1 The Employer will maintain bulletin board(s), or space on existing bulletin boards that are currently provided to the Union, for Union communication. In facilities where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with an adequate bulletin board space in convenient places.

24.5.4.2 The Union may post in its discretion material that it deems helpful for Union members. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state and federal ethics and non-discrimination laws, and clearly identified as Union literature. In facilities where bulletin board space is impractical, the Employer will make available a three-ring binder that is designated for Union materials.

24.5.4.3 Union communications will not be posted in any other location in the Department or Division.

24.6 UNION LEAVE TIME AWAY FROM WORK FOR UNION ACTIVITIES

24.6.1 Employees who are Union Representatives, Union Committee members, and Union Collective Bargaining Team members may be allowed to access Union Business Leave or LWOP 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 the Department or Division, or if applicable, the DHRM Administrator.

24.6.2 Requests for leave shall not be unreasonably denied.

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

24.6.4 Each July 1, the Union will be credited with an aggregate pool of one thousand eight hundred hours (1,800) for use by the Union during the fiscal year for Union Business Leave, Union Collective Bargaining Leave, and Union Grievance Leave. This pool of hours does not roll over from fiscal year to fiscal year. In the event the Union exhausts this aggregate pool of hours, they may request approval of an additional pool of hours in writing to the DHRM LRU, and such request will not be unreasonably denied.

24.6.5 *Union Business Leave*

- 24.6.5.1 Union Business Leave is paid leave that may be used when a Union Representative is performing Union related duties that are not associated with Article 19, Grievance Procedure or the Collective Bargaining Process.
- 24.6.5.2 The Department or Division may grant the use of Union Business Leave to Union Representatives. Requests for Union Business Leave must be submitted using established procedures for requesting leave and as far in advance as possible to the Department or Division. Union Business Leave shall be considered for approval or denial within five (5) calendar days of the request. It is incumbent upon the employee requesting the leave to ensure their leave request has been received by their Department or Division for consideration.
- 24.6.5.3 In the event of an immediate representation request due to a critical incident, such as an officer involved shooting, the Union Representative must notify the Department or Division and receive approval to respond. The request shall not be unreasonably denied.
- 24.6.5.4 Union Representatives are responsible for coding their time appropriately when using Union Business Leave.
- 24.6.6 *Union Collective Bargaining Leave*
 - 24.6.6.1 The State shall approve leave for the purpose of negotiating a Collective Bargaining Agreement.
 - 24.6.6.2 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fourteen (14) days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.
 - 24.6.6.3 Union Collective Bargaining Team members are responsible for obtaining approval from their Department or Division to use and to code their time appropriately when using Union Collective Bargaining Leave.
 - 24.6.6.4 No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.
 - 24.6.6.5 The Union is responsible for paying any travel or per diem expenses of Union Collective Bargaining Team members. Union Collective Bargaining Team members may not use State vehicles to travel to and from a bargaining session, unless expressly authorized in writing to do so by their Department or Division.
- 24.6.7 *Union Grievance Leave*

- 24.6.7.1 Union Grievance Leave is paid leave that may be used when a Union Representative is performing Union-related duties associated with Article 19, Grievance Procedure.
- 24.6.7.2 The Department or Division will grant the use of Union Grievance Leave to Union Representatives, subject to operational needs. Requests for Union Grievance Leave must be submitted using the established process to request leave and as far in advance as possible to the Department or Division. Union Grievance Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request. It is incumbent on the employee requesting Union Grievance Leave to ensure their request has been received by their Department or Division for consideration.
- 24.6.7.3 Union Representatives are responsible for obtaining approval from their Departments or Divisions to use and to code their time appropriately when using Union Grievance Leave.

24.7 CONFIDENTIALITY DURING NEGOTIATIONS

- 24.7.1 Bargaining sessions will be closed to the press and the public.
- 24.7.2 No proposals will be placed on the parties' websites or distributed to individuals not on the formal negotiations• teams.
- 24.7.3 The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place as long as that communication in no way undermines the negotiation process or divulges confidential information relative to the negotiation sessions.
- 24.7.4 The parties shall not maneuver around the formal negotiations' teams to gain any advantage in the negotiations process.
- 24.7.5 There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

Article 25. Political Activity

- 25.1 Employees may vote as they choose and express their political opinions on any or all subjects without recourse, except that no employee may:
- 25.2 Directly or indirectly, solicit or receive, any 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 while on duty or acting in an official capacity.
- 25.3 Engage in political activity during working hours to improve chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay. This prohibition

on political activity does not prohibit speech or activities otherwise authorized under the First Amendment and applicable federal law.

25.4 The parties agree that voluntary payroll deductions for Union political action committee (PAC) contributions are permitted.

25.5 The Federal Hatch Act prohibits certain types of political activity on the part of State employees whose principal employment is in a federally funded program.

Article 26. Strikes & Lockouts

26.1 Neither the Union nor any employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, or on any other intentional interruption of operations of the State due to a labor dispute. The Union will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

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

Article 27. Disclosure of Improper Governmental Action

27.1 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:

27.1.1 In violation of any state law or regulation; or,

27.1.2 An abuse of authority; or,

27.1.3 Of substantial and specific danger to the public health or safety; or,

27.1.4 Employee health or safety; or,

27.1.5 A gross waste of public money.

27.2 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.

27.3 The Employer will take any disclosure of improper governmental action very seriously. If a disclosing employee feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the employee must

submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of "Whistleblower" Retaliation form.

27.4 FRAUD HOTLINE

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

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

Article 28. Entire Agreement

28.1 This document constitutes the entire Agreement and any past practice or past agreement between the parties prior to July 1, 2021 - whether oral or written - is null and void, unless specifically preserved in this Agreement.

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

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

Article 29. Savings Clause

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

Article 30. Non-Appropriation

30.1 The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations.

- 30.2 Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.
- 30.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 30.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

Article 31. Distribution of Agreement

- 31.1 The Employer will post this Agreement on the DHRM LRU's Internet page by the effective date of the Agreement.
- 31.2 The Employer will provide all employees with a link to the Agreement.
- 31.3 If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

Article 32. Body Cameras

- 32.1 Body cameras and any footage will be administered in accordance with applicable State law and Department or Division policies and procedures.

Article 33. Line of Duty Death

- 33.1 In recognition of the services Category I Peace Officers provide, in the event that a Category I Peace Officer is killed in the line of duty, the State agrees to reimburse the employee's estate for costs up to a maximum of twenty thousand dollars (\$20,000) for memorial services, funeral services, and interment related expenses.
- 33.2 The employee's estate will also receive payment for all accrued Annual Leave, Compensatory Time, and accrued Sick Leave pursuant to NRS 284.

Article 34. Term of Agreement

- 34.1 All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until a new agreement is reached.
- 34.2 Any provisions agreed upon as retroactive in effect in this Agreement will only apply to employees employed in full-time, full pay status at the time the Agreement is approved by the Board of Examiners and/or the Nevada State Legislature.

Executed this day of , 2023

Daniel Gordon, President

Mandee Bowsmith

Nevada Police Union

State of Nevada

Appendices

Appendix A

Job Classifications Eligible for Membership in the Nevada Police Union (NPU)

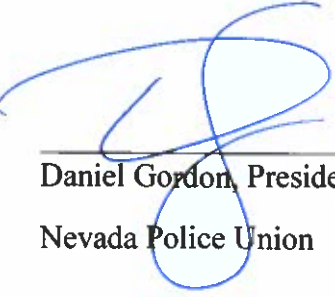
Job Title/Option	Grade
Agricultural Police Officer I	39
Agriculturist (Commissioned)	38
DPS Officer I	38
DPS Officer II	41
Game Warden I	34
Game Warden II	37
Game Warden III	39
Law Enforcement & Training Specialist (Commissioned)	40
Park Ranger I (Commissioned)	34
Park Ranger II (Commissioned)	37
Park Ranger III (Commissioned)	38
University Police Detective	42
University Police Officer I	26
University Police Officer II	40

Appendix B

Appendix C

Appendix D

Executed this 10 day of May, 2023



Daniel Gordon, President
Nevada Police Union



Mandee Bowsmith, Chief Negotiator
State of Nevada

Joe Lombardo
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
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 9, 2023

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION –
DIVISION OF HUMAN 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 (NPOA) for the 2023-2025 biennium for Bargaining Unit H, comprised of Category II peace officers.

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. NPOA was certified the exclusive representative for the peace officers in Bargaining Unit H, and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: AF

ACTION ITEM: _____



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

MEMORANDUM

May 10, 2023

TO: Clerk of the Board of Examiners

THROUGH: Jack Robb, Director, Department of Administration

FROM: Mandee Bowsmith, Administrator, Division of Human Resource Management

SUBJECT: Consideration and Approval of the Nevada Peace Officers Association Collective Bargaining Agreement for 23-25

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the Nevada Peace Officers Association (NPOA), formerly the Nevada State Law Enforcement Officers Association (NSLEOA), began negotiations for a successor collective bargaining agreement (CBA) in October 2022.

In May 2023, the parties reached a tentative agreement, and the attached agreement was ratified by NPOA membership in May 2023.

Request in Front of the Board

Pursuant to NRS 288.555¹, the Division of Human Resource Management (DHRM), Labor Relations

¹ NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
 - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
 - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
 - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

Unit (LRU) is respectfully placing the NPOA CBA for the contract term of July 1, 2023, through June 30, 2025, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2023.

Material Changes from the 21-23 CBA

The following items are notable changes from the 21-23 CBA:

- Appendix A – Job Classifications Eligible for Membership in the NPOA has been updated to reflect a two (2) grade increase for all job classifications.
- Appendix A – Included language that the DHRM will be performing a classification review during the contract term on the Compliance/Enforcement Investigator series to determine that the job specification is reflective of the actual duties performed by employees assigned to those positions. This contemplates a possible classification update and/or a retitling of the job.
- Effective July 1, 2023, the salary schedules for Bargaining Unit H will be increased by eight percent (8%).
- Effective July 1, 2024, the salary schedules for Bargaining Unit H will be increased by four percent (4%).
- For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023.
- Education Pay – Employees covered under this Agreement who possess a Nevada Intermediate POST Certification may be eligible to receive five hundred dollars (\$500.00) per fiscal year, payable each December.
- Education Pay – Employees covered under this Agreement who possess a Nevada Advanced POST Certification may be eligible to receive nine hundred dollars (\$900.00) per fiscal year, payable each December.
- Overtime Pay – Clarification of when overtime pay is applicable for employees covered under this Agreement.
- Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year.
- Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out.
- Addition of the Juneteenth holiday to the designated and observed holiday listing.
- Holiday Pay – Employees covered under this Agreement will be compensated for Holiday Pay for all of their regularly scheduled hours of work if they do not work.
- Holiday Premium Pay – Employees covered under this Agreement will be compensated for Holiday Premium Pay for all of their regularly scheduled hours of work actually worked on the designated holiday.
- Bilingual Pay changed from twenty dollars (\$20.00) per pay period to the equivalent of five percent (5%) of the employee's regular hourly rate of pay.
- Special Adjustments to Pay – Changed maximum limitation from ten percent (10%) to twenty percent (20%) of an employee's regular hourly rate of pay.
- Special Adjustments to Pay – An employee assigned to be an Instructor will be eligible for twenty percent (20%) of their regular hourly rate of pay for all hours assigned to Instructor duty.
- Special Assignments – Inclusion of the following Special Assignments for eligibility of twenty percent (20%) of an employee's regular hourly rate of pay for all hours actually performing the

Special Assignment duties:

- Dignitary Protection
- Armorer
- CVSA/Polygraph Examiner
- Evidence Technician/Custodian
- Officer Involved Shooting/Use of Force Investigator
- Uniform & Equipment Allowance – The Department/Division will provide one hundred (100) rounds of training ammunition for each employee covered under this Agreement per fiscal year.
- Uniform & Equipment Allowance – Employees covered under this Agreement will be eligible to receive a Uniform & Equipment Allowance of one thousand two hundred dollars (\$1,200.00) per fiscal year, payable each January.
- Inclusion of a listing of standard equipment issued by each Department/Division.
- Personal Leave - Two (2) Personal Leave days per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value.
- Grievances – Made conforming timeline changes to NAC 284.
- Grievances – Clarified and revised for plain language for each step.
- Background check language for employees transferring from one State of Nevada Department to another as a Category II Peace Officer.

Fiscal Impact

The Executive Department has estimated the total fiscal impact of this CBA to be \$840,819 for the biennium, assuming upper limit values where actual utilization cannot be determined.

Thank you for your consideration.

Attachments: NPOA - Collective Bargaining Agreement
NPOA - Ratification Certification
NPOA - 23-25 CBA Fiscal Impact Statement

2023-25 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Unit H - Category II Peace Officers
 with **Nevada Peace Officers Association (NPOA)**

In Governor's Recommended budget:	
FY 2024 FTE	144
FY 2025 FTE	144

Key changes in this agreement:

Estimated Fiscal Impact:	
FY 2024	FY 2025

	FY 2024	FY 2025	
Appendix A – Job Classifications Eligible for Membership in the NPOA has been updated to reflect a two (2) grade increase for all job classifications	\$ -	\$ -	Included in Governor Recommended Budget
Appendix A – Included language that the DHRM will be performing a classification review during the contract term on the Compliance/Enforcement Investigator series to determine that the job specification is reflective of the actual duties performed by employees assigned to those positions. This contemplates a possible classification update and/or a retitling of the job.	\$ -	\$ -	Cannot be determined; classification review must be completed before any potential impact could be identified
Effective July 1, 2023, the salary schedules for Bargaining Unit H will be increased by eight percent (8%)	\$ -	\$ -	Included in Governor Recommended Budget
Effective July 1, 2024, the salary schedules for Bargaining Unit H will be increased by four percent (4%)	\$ -	\$ -	Included in Governor Recommended Budget
For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023	\$ -	\$ -	Included in Governor Recommended Budget
Education Pay – Employees covered under this Agreement who possess a Nevada Intermediate POST Certification may be eligible to receive five hundred dollars (\$500.00) per fiscal year, payable each December	\$ 129,600	\$ 129,600	Cannot be accurately determined without detailed data about each employee's certification level; this value is estimated at the maximum possible value, assuming every position was filled, and that every employee attained the highest level of certification.
Education Pay – Employees covered under this Agreement who possess a Nevada Advanced POST Certification may be eligible to receive nine hundred dollars (\$900.00) per fiscal year, payable each December	\$ -	\$ -	
Overtime Pay – Clarification of when overtime pay is applicable for employees covered under this Agreement.	\$ -	\$ -	no incremental pay
Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year	\$ -	\$ -	no incremental pay
Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out	\$ 115,537	\$ 119,274	Cannot be accurately determined without experience. Estimated at maximum, assuming all positions filled and all with eligible balances (roughly 27%) requesting payout.
Addition of the Juneteenth holiday to the designated and observed holiday listing	\$ 592	\$ 616	Based on actual pay for included positions for Labor Day 2022, increased by the proposed COLAs and average PERS rate for unit members

<ul style="list-style-type: none"> Holiday Pay – Employees covered under this Agreement will be compensated for Holiday Pay for all of their regularly scheduled hours of work if they do not work. 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Holiday Premium Pay – Employees covered under this Agreement will be compensated for Holiday Premium Pay for all of their regularly scheduled hours of work actually worked on the designated holiday 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Bilingual Pay changed from twenty dollars (\$20.00) per pay period to the equivalent of five percent (5%) of the employee's regular hourly rate of pay 	\$	-	\$	-	Cannot be accurately determined without experience. Currently no employee registered for Bilingual Pay
<ul style="list-style-type: none"> Special Adjustments to Pay – Changed maximum limitation from ten percent (10%) to twenty percent (20%) of an employee's regular hourly rate of pay 	\$	-	\$	-	
<ul style="list-style-type: none"> Special Adjustments to Pay – An employee assigned to be an Instructor will be eligible for twenty percent (20%) of their regular hourly rate of pay for all hours assigned to Instructor duty 	\$	-	\$	-	Cannot be accurately determined without further analysis and experience. Increased limitation may result in increased volunteer assignments. Overall fiscal impact does not appear significant.
<ul style="list-style-type: none"> Special Assignments – Inclusion of the following Special Assignments for eligibility of twenty percent (20%) of an employee's regular hourly rate of pay for all hours actually performing the Special Assignment duties: <ul style="list-style-type: none"> o Dignitary Protection o Armorer o CVSA/Polygraph Examiner o Evidence Technician/Custodian o Officer Involved Shooting/Use of Force Investigator 	\$	-	\$	-	
<ul style="list-style-type: none"> Uniform & Equipment Allowance – The Department/Division will provide one hundred (100) rounds of training ammunition for each employee covered under this Agreement per fiscal year 	\$	-	\$	-	Estimation of this fiscal impact will depend on each department/division's current policy and procurement
<ul style="list-style-type: none"> Uniform & Equipment Allowance – Employees covered under this Agreement will be eligible to receive a Uniform & Equipment Allowance of one thousand two hundred dollars (\$1,200.00) per fiscal year, payable each January 	\$	172,800	\$	172,800	Estimated at \$1200 per FTE, assuming zero vacancies and maximum benefit.
<ul style="list-style-type: none"> Inclusion of a listing of standard equipment issued by each Department/Division 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Personal Leave - Two (2) Personal Leave days per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Discipline – Investigations that could result in disciplinary action have reverted from a one hundred twenty (120) day timeline to the ninety (90) day timeline consistent with NRS 284.387(2) 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Grievances – Made conforming timeline changes to NAC 284 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Grievances – Clarified and revised for plain language for each step 	\$	-	\$	-	no incremental pay
<ul style="list-style-type: none"> Background check language for employees transferring from one State of Nevada Department to another as a Category II Peace Officer 	\$	-	\$	-	no incremental pay

Total potential fiscal impact, using upper limit values where unclear:

\$	418,529	\$	422,290
\$		\$	840,819

Matthew Lee

From: Sean R. Gallagher
Sent: Wednesday, May 10, 2023 4:36 PM
To: Matthew Lee
Cc: Mande Bowsmith; Nadia Tung; Corrine Cosentino; Anthony L. Gonzales; aregenbaum@aol.com
Subject: NSLEOA/NPOA CBA Execution doc - see attached
Attachments: NSLEOA-NPOA Execution Doc 05-10-2023.pdf

LRU Staff,

Attached is the Execution document for the CBA for NSLEOA/NPOA. The CBA has been presented to NSLEOA/NPOA membership and approved/ratified by numerical majority of members that voted.

Please reference the email I sent to LRU Staff (Mande Bowsmith, Nadia Tung, Matthew Lee) on 05/05/10 at 7:30 AM notifying and providing LRU with Secretary of State Documentation showing our Domestic Nonprofit Corporation name has changed to Nevada Peace Officer Association effective 05/05/2023 formerly Nevada State Law Enforcement Officers Association.

I would assume this is just something that needs to be put on the record in some manner at the Board of Examiners hearing on 05/17/2023.

Sean R. Gallagher - Criminal Investigator

State of Nevada – Office of the Attorney General
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State of Nevada

&

**Nevada Peace Officer Association
(NPOA) / Nevada Association of
Public Safety Officers (NAPSO)**

Collective Bargaining Agreement

July 1, 2023 – June 30, 2025

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Preamble

This Collective Bargaining Agreement (CBA), referred to as the “Agreement” or the “CBA,” is entered into by the State of Nevada, herein referred to as the “Employer,” and the Nevada Peace Officer Association (NPOA), herein referred to as the “Union.” This Agreement covers officers in Bargaining Unit H which is comprised of Category II peace officers.

Together, the Union and the State acknowledge that as a public agency the State is accountable to the citizens of the State of Nevada. Further, we acknowledge that each officer of the State is responsible for quality service to the citizens of the state of Nevada. By entering into this Agreement, the Employer and the Union agree to promote and assure sound and mutually beneficial working relationships between the parties; provide an orderly and peaceful means of resolving any misunderstanding or differences relating to the provisions of this Agreement which may arise; to set forth the basic Agreement between the parties for the contract years specified; provide a Union/Management meeting system to resolve problems between negotiation periods; provide a system to identify and eliminate inefficiencies in the work place; and support innovative approaches to improving effectiveness of officers and the services they render to the citizens of the state of Nevada. The Employer and the Union will strive together to assist the Departments and Divisions in meeting their accountability to the citizens of the state of Nevada by working with Integrity, Courage, Accountability, Respect for People, and Excellence. The Preamble is not subject to grievance under Article 20, Grievance Procedure.

Article 1. Union Recognition

This Agreement covers permanent officers in the job classifications in Unit H – Category II Peace Officers as described in Appendix A titled, “Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA).”

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 classifications will continue to be used, filled, or maintained by the Employer.

Any proposed changes to the job classifications in Appendix A by the Employer will be noticed to the Union not less than thirty (30) calendar days of the change effective date. Temporary officers, part-time officers, and volunteers are prohibited from being members of the bargaining unit.

Article 2. Unlawful Discrimination

2.1 HARASSMENT & DISCRIMINATION

2.1.1 Discrimination, harassment, bullying, and similar behavior in the workplace will not be tolerated. If an officer believes they have been

subject to these behaviors, the officer is encouraged to report this behavior to their supervisor and/or to the Departmental/Divisional Human Resources Office. The officer may also file a grievance under Article 20, Grievance Procedure.

- 2.1.2 Officers who believe they have been subjected to, or witnessed any form of harassment, discrimination, bullying, or similar behavior in the workplace may file a complaint in accordance with this Article. Any other person, including officers, bystanders, or Union Representatives who observe or become aware of such conduct may also file a complaint in accordance with this Article.
- 2.1.3 The Employer will investigate any complaint and/or grievance and take appropriate action, as necessary. If a complaint was filed, the officer will be notified at the conclusion.
- 2.1.4 The Employer and the Union will jointly make available training on this Article in electronic or in-person format. Training will be provided during work time to all officers.

2.2 SEX- OR GENDER-BASED HARASSMENT & DISCRIMINATION

- 2.2.1 As stated above, the Employer and the Union recognize that a positive working environment is conducive to fostering good officer morale and serves to promote staff efficiency and productivity. The Governor of the State of Nevada has declared that no officer shall engage in sex- or gender-based harassment against another officer, an applicant for employment, or any other person in the workplace and the parties agree and endorse the prevention of sex- or gender- based harassment and discrimination in accordance with all Federal and State laws, regulations, and policies of the Employer. This Section shall not be construed as the only representation of the Employer's policy on sex- or gender-based harassment. Both parties agree that this policy may be updated and reaffirmed during the term of this Agreement, and that the parties will comply with any updates therein.
- 2.2.2 Sex- or gender-based harassment and discrimination are forms of misconduct that are unlawful and undermine the integrity of the employment relationship. Sex- or gender-based harassment and discrimination are personally offensive, debilitate morale, and, therefore, interfere with work effectiveness.
- 2.2.3 No officer should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal, written (including digital media, i.e., email, text or digital photos or graphics), or physical.
- 2.2.4 No officer should be subjected to physically or verbally harassing behavior—sexual, gendered, or neutral—because of that officer's sex, sexual orientation, gender identity, or expression.

- 2.2.5 No officer should experience discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other terms, conditions, or privileges of employment.
- 2.2.6 An officer who engages in discriminatory behavior, or behavior that constitutes sex- or gender-based harassment, may be subject to disciplinary action up to and including dismissal.
- 2.2.7 When allegations of sex- or gender-based harassment or discrimination are made, the Employer will investigate them and, if substantiated, take corrective action.
- 2.2.8 Equal opportunity with regard to the terms, conditions, and privileges of employment is mandated under Title VII of the Civil Rights Acts of 1964, the Americans with Disabilities Act of 2008, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, NRS 281.370, and numerous sections of Chapter 284 of the NRS.

2.3 OFFICER RESPONSIBILITIES

- 2.3.1 All new officers will complete sex- or gender-based harassment prevention training within 30 (thirty) calendar days of their appointment. Thereafter, officers are required to complete sex- or gender-based harassment prevention training once every two (2) years.
- 2.3.2 A Department/Division may not promote a person who has not completed the sex- or gender- based harassment training as described above.
- 2.3.3 Officers are responsible for ensuring they do not engage in sex- or gender-based harassment or discrimination against any other officer, client, applicant for employment, or other individual(s) with whom they have contact within the performance of their duties. Illegal behavior that is sex- or gender-based harassment includes:
 - 2.3.3.1 Making submission to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of a person’s employment; or,
 - 2.3.3.2 Making submission to or the rejection of such conduct described above by a person a basis of employment decisions affecting that or any other person; or,
 - 2.3.3.3 Engaging in unwelcome harassing verbal or physical behavior that occurs because of the sex or gender expression of any individual(s) and has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating or offensive work environment where:
 - 2.3.3.3.1 Harassing behavior is of a sexual nature; or,

- 2.3.3.3.2 Harassing behavior is not sexual in nature, but is related to the sex or gender of the alleged victim or others; or,
 - 2.3.3.3.3 Harassing behavior is sex- or gender-neutral in content but occurs because of an individual's sex or gender; or,
 - 2.3.3.3.4 Any combination of the types of behaviors described above.
- 2.3.4 Officers are responsible for cooperating in the investigation of any complaint of alleged sex- or gender-based harassment or discrimination. Officers are additionally responsible for cooperating with the efforts of their Departments/Divisions to prevent and eliminate sex- or gender-based harassment and discrimination and for maintaining a working environment free from such unlawful conduct. Pursuant to NAC 284.650, failure to participate in any investigation of alleged discrimination, including without limitation, an investigation concerning sex- or gender-based harassment is cause for disciplinary action.
- 2.3.5 A Department/Division may impose harsh disciplinary sanctions on persons who commit sex- or gender-based harassment, even on first-time offenders; however, sanctions shall be proportionate to the violation.
- 2.3.6 Federal law prohibits retaliation against officers who bring sex- or gender-based harassment or discrimination charges or assist in investigating such charges. Any officer making sex- or gender-based harassment or discrimination complaints, or that is assisting in the investigation of such a complaint, or that is otherwise engaging in protected activity will not be adversely affected in terms of their conditions of employment, nor discriminated against, disciplined, or discharged because of the complaint or their participation in any investigation.

2.4 COMPLAINT PROCESS

- 2.4.1 Officers or bystanders who believe they have been subjected to or witnessed sex- or gender- based harassment or discrimination are encouraged to advise the person believed to have engaged in harassment or discrimination that the conduct is unwelcome, undesirable, or offensive.
- 2.4.2 If the officer or bystander elects not to confront the alleged harasser, or if the conduct persists after an objection, the officer or bystander shall, within a reasonable time, either report the incident to their supervisor or to the next level of authority in their Department/Division or elect to report the incident as set forth below.

- 2.4.3 If the officer or bystander decides to follow through on a formal complaint after talking to their supervisor or next level of authority in their Department/Division, the supervisor or next level authority shall ensure that the officer or bystander completes a complaint form, and the supervisor or next level authority shall send the complaint to the DHRM’s Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU).
- 2.4.4 If the officer or bystander elects not to report the complaint as described above, they may report incidents of sex- or gender-based harassment or discrimination as follows: to the coordinator within their Department designated to receive such complaints, e.g. the person identified on the “Discrimination Has No Place in the Workplace” flyer posted in the Department, the Equal Employment Opportunity (EEO) Officer, or the Departmental Human Resources Office; or, by completing and filing a Sexual Harassment or Discrimination Complaint Form using the Department’s officer information and timekeeping system; or, by calling the DHRM’s Harassment/Discrimination Hotline at (800) 767-7381.
- 2.4.5 All forms of complaints must be filed no later than three hundred (300) calendar days after the date of the alleged act.
- 2.4.6 Officers have the right to consult a Union Representative or an attorney to report the incident to the Nevada Equal Rights Commission (NERC) or to the Equal Employment Opportunity Commission (EEOC). An officer, bystander, or other alleged victim of sex- or gender-based harassment or discrimination may go directly to the NERC or the EEOC if:
- 2.4.6.1 The alleged harasser is a public officer as defined in NRS 281.005.
- 2.4.6.2 The officer or bystander believes their supervisor, next level authority, an officer, director, or the Administrator of the Division of Human Resource Management, knew or should have known about the alleged harassment and failed to take appropriate steps.
- 2.4.7 Failure to report a claim of sex- or gender-based harassment or discrimination internally to the Employer may jeopardize the standing of any legal claim brought by an officer or bystander.

Article 3. Definitions & Resources

“ADA” is the Americans with Disabilities Act. www.ada.gov

“ADAAA” is the Americans with Disabilities Act, Amendments Act. www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008

“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/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.

“Category I peace officer” means a peace officer who has unrestricted duties and who is not otherwise listed as a category II or category III peace officer (NRS 289.460).

“Category II peace officer” means: 1) the bailiffs of the district courts, justice courts, and municipal courts whose duties require them to carry weapons and make arrests; 2) constables and their deputies; 3) inspectors employed by the Nevada Transportation Authority who exercise those powers of enforcement conferred by NRS; 4) special investigators who are employed full-time by the office of any district attorney or the Attorney General; 5) investigators of arson for fire departments who are specially designated by the Appointing Authority; 6) brand inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by NRS; 7) field agents and inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by NRS; 8) investigators for the State Forester Fire warden who are specially designated by the State Forester Fire warden and whose primary duties are related to the investigation of arson; 9) agents of the Nevada Gaming Control Board who exercise the powers of enforcement specified in NRS, except those agents whose duties relate primarily to auditing, accounting, the collection of taxes or license fees, or the investigation of applicants for licenses; 10) investigators and administrators of the Division of Compliance Enforcement of the Department of Motor Vehicles who perform the duties specified in NRS; 11) officers and investigators of the Section for the Control of Emissions From Vehicles and the Enforcement of Matters Related to the Use of Special Fuel of the Department of Motor Vehicles who perform the duties specified in NRS; 12) Legislative police officers of the State of Nevada; 13) parole counselors of the Division of Child and Family Services of the Department of Health and Human Services; 14) juvenile probation officers and deputy juvenile probation officers employed by the various judicial districts in the State of Nevada or by a department of juvenile justice services established by ordinance pursuant to NRS whose official duties require them to enforce court orders on juvenile offenders and make arrests; 15) field investigators for the Taxicab Authority; 16) security officers employed full-time by a city or county whose official duties require them to carry weapons and make arrests; 17) the chief of a department of alternative sentencing created pursuant to NRS and the assistant alternative sentencing officers employed by that department; 18) agents of the Cannabis Compliance Board who exercise the powers of enforcement specified in NRS; 19) criminal investigators who are employed by the Secretary of State; and, 20) the Inspector General of the Department of Corrections and any person employed by the Department as a criminal investigator (NRS 289.470).

“Category III peace officer” means a peace officer whose authority is limited to correctional services, including the superintendents and correctional officers of the Department of Corrections (NRS 289.480).

“Child” includes biological, adoptive, or foster child, stepchild, or for whom the officer stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status.

“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.

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

“Collective Bargaining” is defined as a method of determining conditions of employment by negotiation between representatives of the Executive Department or local government employer and an officer organization or labor organization, entailing a mutual obligation of the Executive Department or local government employer, as applicable, and the representative of the officer organization or labor organization to meet at reasonable times and bargain in good faith with respect to: 1) wages, hours, and other terms and conditions of employment; 2) the negotiation of an agreement; 3) the resolution of any question arising under a negotiated agreement; or, 4) the execution of a written contract incorporating any agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or require the making of a concession (NRS 288.032).

“Collective Bargaining Agreement (CBA)” This document is known as the Collective Bargaining Agreement for the State of Nevada and the Nevada Peace Officer Association (NPOA).

“Compensation, Classification, & Recruitment Unit (CCRU)” – The Division of Human Resource Management unit responsible for establishing compensation, classification, and performing recruitments for State of Nevada employment.

http://hr.nv.gov/Sections/Compensation,_Classification_Recruitment/

“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 officer to a class having a lower grade than the class previously held.

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

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

“Division of Human Resource Management (DHRM)” is the Division within the Department of Administration that houses the CCRU, the LRU, the SGHDIU, the EMC, Central Payroll, and the Central Records Units. www.hr.nv.gov

“Domestic partner” means the officer’s registered domestic partner. “Domestic violence” is defined as in NRS 33.018.

“EAP” is the Employee Assistance Program.
[http://hr.nv.gov/StateEmployees/Employee_Assistance_Program\(EAP\)/](http://hr.nv.gov/StateEmployees/Employee_Assistance_Program(EAP)/)

“Officer” is a person/employee legally holding a position in the public service as a sworn law enforcement officer.

Employee Handbook, published January 1, 2018.

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

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

“Essential functions of a position” means the fundamental job duties of the employment position.

“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

“Fair Labor Standards Act (FLSA)” www.dol.gov/Departments/whd/flsa

“Family & Medical Leave Act of 1993 (FMLA)” www.dol.gov/Departments/whd/fmla

“Family member” is defined to include: Child, including biological, adoptive, or foster child, stepchild, or for whom the officer stands *in loco parentis*, is a legal guardian or is a de facto

parent, regardless of age or dependency status. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an officer or the officer's spouse or registered domestic partner, or a person who stood *in loco parentis* when the officer was a minor child. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

"FTO" is a Field Training Officer.

"Fraud Hotline" is an established hotline where officers can report inappropriate use of State funds or Federal funds received by a State Department; inappropriate vendor or contractor relations; or, diversion, manipulation, misapplication, maltreatment, or misuse of State resources. The Fraud Hotline number is (775) 687-0150.

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

"Full-time equivalent (FTE)" means for an Overtime-eligible officer, the number of hours authorized by the DHRM for the Overtime-eligible officer's position.

"Furlough Leave" is a temporary unpaid leave of officers due to a special need of the Employer.

Garrity v. New Jersey (1967)

"Genetic Information Nondiscrimination Act of 2008 (GINA)" <https://www.eeoc.gov/genetic-information-discrimination>

"Governor's Finance Office (GFO)" www.budget.nv.gov

Governor's Office www.gov.nv.gov

"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. Health-related reason does not include inclement weather.

"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" means the officer's spouse, registered domestic partner, children – regardless of age, parents, siblings.

"Improper governmental action" means any action taken by a State officer or officer in the performance of the officer or officer's official duties, whether or not the action is within the

scope of employment, which is: in violation of any State law or regulation; an abuse of authority; of substantial and specific danger to the public health or safety; or, a gross waste of public money.

“Independent Medical Examination (IME)” is a medical examination that will be conducted by a licensed physician or healthcare provider that is neutral to the officer and the Employer. An IME can be requested by the Employer in Workers’ Compensation cases where permanent partial or permanent total disability is possible for an injured officer, or in cases where the Employer is trying to determine an officer’s ability to perform the essential functions of their job classification for the purposes of reasonable accommodation.

“Just cause” means a legally sufficient reason, one that is not arbitrary, capricious, or illegal, and is based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

“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

“Law enforcement employee” means an employee who works in a position that meets the law enforcement criteria of Section 7(k) of the FLSA.

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

“Life-threatening” means a condition which is diagnosed by a physician as creating substantial risk of death.

“Lockout” means the exclusion of officers by the Employer from their place of work until certain terms are agreed to. This practice is illegal in the state of Nevada.

“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).

“Merit pay increase” is an increase in salary granted on an officer’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. Minimum qualifications are an indication of what is required to be successful in a job.

“National Labor Relations Board (NLRB)” www.nlrb.org “Nevada Administrative Code (NAC)” www.leg.state.nv.us/nac/

“Nevada Department of Administration (NDOA)” www.admin.nv.gov “Nevada Department of Agriculture (NDA)” www.agri.nv.gov

“Nevada Department of Business & Industry (B&I)” www.business.nv.gov

“Nevada Department of Conservation & Natural Resources (NDCNR)” www.dcnr.nv.gov

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

“Nevada Department of Education (NDOE)” www.doe.nv.gov

“Nevada Department of Employment, Training, & Rehabilitation (DETR)” www.detr.nv.gov

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

“Nevada Department of Motor Vehicles (NVDMV)” www.nvdmv.com

“Nevada Department of Public Safety (NDPS)” www.dps.nv.gov

“Nevada Department of Taxation” www.tax.nv.gov

“Nevada Department of Tourism & Cultural Affairs” www.nvculture.org

“Nevada Department of Transportation (NDOT)” www.nevadadot.com

“Nevada Department of Veterans Services (NDVS)” www.veterans.nv.gov

“Nevada Department of Wildlife (NDOW)” www.ndow.org

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

“Nevada Office of the Attorney General (NVAGO)” www.ag.nv.gov

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

“Nevada System of Higher Education (NSHE)” www.nshe.nevada.edu

“Nevada Taxicab Authority” is a Division of the Nevada Department of Business & Industry. www.taxi.nv.gov

“Nevada Transportation Authority (NTA)” is a Division of the Nevada Department of Business & Industry. www.nta.nv.gov

“Non-classified officer” means an officer in the Office of the Governor or the Judicial or Legislative branch of State government.

“Nonstandard workweek” means a work scheduled of five (5) shifts with the same number of hours each day and a maximum of forty (40) hours per week throughout the year. The work schedule is other than Monday through Friday.

“Office of Employee Development (OED)” – The Division of Human Resource Management OED provides Statewide training, professional development, and consultation services to employees and State Departments and Divisions. https://hr.nv.gov/Sections/Office_of_Employee_Development/

“Office of the State Treasurer” www.nevadatreasurer.gov

“Option” means a clearly identified sub-classification mentioned in a class specification for a job title.

“Overtime-eligible position” means a position that is assigned duties and responsibilities that meet the criteria for Overtime coverage under the FLSA and State law. Job classifications covered under this Agreement are designated as Overtime-eligible.

“Overtime-exempt position” means a position that is assigned duties and responsibilities that do not meet the criteria for Overtime coverage under the FLSA and State law.

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

“Part-time officer” means an officer whose work schedule is less than one hundred percent (100%) full-time equivalent (FTE) for an officer’s pay class designation. Part-time officers 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 officer completes one (1) year of continuous employment equivalent to full-time service following the appointment to their current salary grade.

“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/>

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

“Permanent officer” is a classified officer 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 officer has successfully completed the Probationary Period for the class; or, 2) the appointment does not require a new Probationary Period and the officer does not hold another type of status of appointment for the class.

“Personnel Commission” is a Commission of five (5) members and five (5) alternates appointed by the Governor that is responsible for adopting personnel regulations and for reviewing decisions of the Employer regarding contested personnel issues. http://hr.nv.gov/Boards/PersonnelCommission/Personnel_Commission/

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

“Probationary Period” is the first six (6) or twelve (12) month period of an officer’s initial appointment to a position.

“Prohibitions & Penalties” or P&P’s are a Department’s/Division’s policy approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding a permanent officer.

“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 officers.
www.nvpers.org

“Reasonable accommodation” means any change or adjustment to a job or work environment that permits a qualified applicant or officer 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 officers without disabilities, without creating an undue hardship on the Employer.

“Reemployment” means a noncompetitive appointment of a current or former officer to a class for which the officer 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 officer’s assigned day off.

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

“Reinstatement” means a noncompetitive appointment of a former permanent officer to a class the officer formerly held or to a comparable class.

“Relative” is defined to include grandparents, great-grandparents, uncles, aunts, nephews, grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law, and great-granddaughter-in-law.

“Remote Work” is the same as telecommuting and means working from an alternate worksite that is away from the officer’s official worksite or duty station and is approved by the Employer.

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

“Risk Management Division” – The Risk Management Division of the Department of Administration provides Statewide training and consultation services to officers 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.

Secretary of State (SOS) www.nvsos.gov

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

“Sexual assault” is defined as in NRS 200.366.

“Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU)” is the unit within the Division of Human Resource Management that investigates allegations of sexual harassment and discrimination.

Skelly v. State Personnel Board (1975)

“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.

“Spouse” means the officer’s lawful husband or wife.

“Stalking” is defined as in NRS 200.575.

State Administrative Manual (SAM), revised January 14, 2020

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

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

“Straight shift” or “straight time” means the regularly established work shift of an officer during a workweek.

“Strike” means any concerted: stoppage of work, slowdown, or interruption of operations by officers of the State of Nevada or local government officers; absence from work by officers of the State of Nevada or any local government officers 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 officer organization or labor organization (NRS 288.074). Strikes are illegal in the state of Nevada.

“Supervisor” includes: A) any individual having authority in the interest of the Employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other officers or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority occupies a significant portion of the officer’s workday. If any of the following persons perform some, but not all, of the foregoing duties under a paramilitary command structure, such a person shall not be deemed a supervisory officer solely because of such

duties: 1) a police officer as defined in NRS 288.215; a firefighter, as defined in NRS 288.215; or, a person who: i) has the powers of a peace officer; and, ii) is a local government officer who is authorized to be in a bargaining unit pursuant to the provisions of this chapter. B) Any individual or class of individuals appointed by the Employer and having authority on behalf of the Employer to: 1) hire, transfer, suspend, lay off, recall, terminate, promote, discharge, assign, reward, or discipline other officers or responsibility to direct them, to adjust their grievances or to effectively recommend such action; 2) make budgetary decisions; and, 3) be consulted on decisions relating to collective bargaining, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority shall not be deemed to place the officer in supervisory officer status unless the exercise of such authority occupies a significant portion of the officer's workday. An officer who has been given incidental administrative duties shall not be classified as a supervisory officer.

“Transfer” means a noncompetitive appointment in which an officer 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 officer 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 officer who has been promoted to or who has voluntarily transferred to a vacant position.

“Unclassified service” means officials, officers, or officers of the Executive branch of State government whose positions are identified in the NRS as unclassified.

“Uniformed services” or “military” means the Armed Forces, the Army National Guard, the Armed Forces Reserves, and the Air National Guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time National Guard duty, state active duty, the Commissioned Corps of the Public Health Service, the Coast Guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

“Underfill” means the filling of a position with an officer holding a lower classification, except for those situations where the officer 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 officers with common interests or purposes. The Union for this Agreement is the Nevada Peace Officer Association (NPOA), www.nsleoa.org

“Union Representative” or “Union Steward” is an officer of the Employer that is a trained Union official who represents and defends the interest of fellow officers relative to the CBA.

“Union Staff Representative” is an employee or officer of the Union.

“United States Department of Homeland Security (US DHS)” www.dhs.gov

“United States Department of Health & Human Services (US DHHS)” www.hhs.gov

“United States Department of Labor (US DOL)” www.dol.gov

“Union Steward” or “Union Representative” is an officer of the Employer that is a trained Union official who represents and defends the interest of fellow officers relative to the CBA.

Weingarten, Inc. v. National Labor Relations Board (NLRB) (1975)

“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 officer 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 normally begin at 0001 hours on Monday and end at 2359 hours the following Sunday, or as otherwise designated by the Department/Division head, or designee.

Article 4. Management Rights

4.1 This Article generally describes management rights and shall not be construed as either expanding or limiting the rights of management or officers pursuant to applicable State law.

4.2 Except as modified by this Agreement, the Employer retains all right of management which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but are not limited to:

4.2.1 The right to determine the Employer’s functions, programs, organizational structure, and use of technology.

4.2.2 The right to determine the Employer’s budget and size of each Department’s/Division’s workforce and the financial basis for layoffs.

4.2.3 The right to direct and supervise officers.

4.2.4 The right to take all necessary actions to carry out the mission of the State of Nevada and its Departments/Divisions during emergencies.

4.2.5 The right to determine the Employer’s mission and strategic plans.

4.2.6 The right to develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the Employer.

4.2.7 The right to determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or in part to other locations.

- 4.2.8 The right to establish or modify the workweek, daily work shift, hours of work, and days off.
- 4.2.9 The right to establish work performance standards, which include but are not limited to the priority, quality, and quantity of work to be offered to the public to ensure appropriate services and the safety of the public, as well as the means and methods of offering those services.
- 4.2.10 The right to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.
- 4.2.11 The right to select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off officers.
- 4.2.12 The right to determine, prioritize, and assign work to be performed, including workload factors.
- 4.2.13 The right to determine the need for and the method of scheduling, assigning, authorizing, and approving Overtime.
- 4.2.14 The right to determine training needs, methods of training, and officers to be trained.
- 4.2.15 The right to determine the reasons for and the methods by which officers will be laid off.
- 4.2.16 The right to suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 4.3 Nothing contained within this Agreement shall modify the above identified management rights.

Article 5. Union Dues

5.1 NOTIFICATION TO OFFICERS

- 5.1.1 The Employer will inform new, transferred, promoted, or demoted officers 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 officers with membership materials provided by the Union. The Employer will inform officers in writing if they are subsequently appointed to a position that is not in a bargaining unit.

5.2 UNION DUES DEDUCTIONS

- 5.2.1 Deduction of Union Dues is strictly a voluntary deduction.
- 5.2.2 The Union will provide the Employer with a copy of the officer's signed membership document.
- 5.2.3 The Union will provide the designated pay center for the officer's Department/Division with the percentage and maximum dues amount to be deducted from the officer's paycheck.
- 5.2.4 Within thirty (30) days of receipt of the completed and signed membership document, the Employer will deduct from the officer's

paycheck an amount equal to the dues required to be a member of the Union.

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

5.2.6 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.

5.3 STATUS REPORTS

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

5.3.1.1 Officer name.

5.3.1.2 Mailing address.

5.3.1.3 Officer job title.

5.3.1.4 Department and Division. Official duty station or work site.

5.3.1.5 Work phone number.

5.3.1.6 Work email address.

5.3.1.7 Date of hire.

5.3.1.8 Pay grade.

5.3.1.9 Pay step.

5.3.1.10 Seniority date.

5.3.1.11 Separation date.

5.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.

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

5.4 REVOCATION

5.4.1 An officer 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 Employer of the confirmation from the Union that the terms of the officer's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the revocation.

5.5 INDEMNIFICATION

5.5.1 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.

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

Article 6. Hiring & Appointments

- 6.1 The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statutes that govern the unclassified service. Candidates for positions in the classified service will be evaluated on the basis of experience, character, education, and any other factors relating to their ability to perform the duties of the position. For detailed information on the Employer's recruitment and selection practices, policies, and procedures visit the DHRM Classification, Compensation, & Recruitment Unit's website.
- 6.2 As officers of the State of Nevada, NAC 289.110 and NAC 289.205 require certain pre- employment steps.
- 6.3 The Employer recognizes that all officers have successfully completed a thorough background investigation during which the provisions of NAC 289.110 have been satisfied, as well as a physical fitness examination during which the provisions of NAC 289.205 have been satisfied.
- 6.4 The Employer and Union agree that a permanent officer, covered under this agreement, who is selected to transfer or promote to any position within the same Department/Division will not be subject to any type of background investigation, psychological examination, lie detector, medical examination, or physical agility test.
- 6.5 The Employer and the Union agree that officers covered under this agreement are in compliance with NAC 289.110, provided they were subject to a background investigation before their initial hire into state service as a law enforcement officer. Therefore, the Employer and the Union agree that officers covered under this agreement, that have been selected to transfer to a new Department/Division will not be subject to a physical fitness examination/NV POST PPFT/physical agility test and will be subject to a background investigation that includes only the following:
 - 6.5.1 The Employer and Union agree all Departments/Divisions that employ officers covered under this agreement shall provide the new Department/Division the ability to review and receive a copy of all background investigation records, personal history questionnaires, lie detector records, psychological examination records and physical fitness examination records, as stated in NRS 289. These records and other employment records shall be provided by all Departments/Divisions within 10 business days of written request.
 - 6.5.2 Examination of current personnel file, including performance evaluations, disciplinary, or corrective actions.

- 6.5.3 Criminal history NCIC check within the State of Nevada and in any other state where the officer is known to have resided. This will include any warrants issued and submission of fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report.
 - 6.5.4 Inquiry to the DMV to verify current driver license status.
 - 6.5.5 Financial history which will be limited to only a credit check through at least one recognized credit bureau.
 - 6.5.6 Verification of educational background of the officer by the new Department/Division obtaining and examining state service employment records and background investigation records from the applicant's current employing Department/Division.
 - 6.5.7 Verification of military service of the officer by the new Department/Division obtaining and examining state service employment records and background investigation records from the applicant's current employing Department/Division.
 - 6.5.8 Verification of physical addresses of the officer by the new Department/Division obtaining and examining state service employment records from the applicant's current employing Department/Division.
 - 6.5.9 Drug screening test
 - 6.5.10 Upon review of the existing psychological evaluations from the previous background investigation and employment records, Departments/Divisions may request a new psychological evaluation only if there is reason to believe the existing psychological evaluation was deficient or there are specific new events or circumstances in the officer's background that justify a new evaluation.
 - 6.5.11 Lie detector test that will be limited to a voice stress analyzer (VSA).
 - 6.5.12 If the new position has job functions different from the officer's current job functions, Departments/Divisions shall request a new medical examination by a licensed physician per NAC 289.110(1)(e) at the Department's/Division's expense.
- 6.6 The Employer and the Union agree that if any officer covered under this agreement is unsuccessful at passing a background or is disqualified/removed from the background process for an issue arising during the process, the officer will be provided with specific reasons, in writing, for the failed background or disqualification/removal, within 10 business days. If the officer does not agree with this decision, they will be allowed an opportunity to appeal this decision with DHRM within 30 days of the date the officer received the written notification. The officer may provide written evidence in support of their appeal. DHRM shall review the appeal and will have the opportunity to request clarification on any issues and provide a written decision to either affirm or overturn the hiring authority's decision within 30 calendar days of the date they receive the appeal

from the officer. The officer and employer will be included in all communication related to the appeal.

- 6.7 The Employer agrees to direct and compel its Union H Departments/Divisions to take the necessary administrative steps to apply with the Police and Firefighters Advisory Committee of NV PERS by January 1, 2024, for Police/Fire PERS benefits for Unit H positions that are not currently recognized as being eligible for Police/Fire NV PERS retirement benefits. Officers who are not currently covered or enrolled in Police/Fire PERS will be given the option to remain on their current NV PERS program.

Article 7. Officer Records Management

- 7.1 The Employer has the authority to maintain files on each officer.
- 7.2 An officer may examine their own file(s) and request a copy of the file by contacting their Departmental/Divisional Human Resources Office for their Department/Division file(s) and/or the appropriate Central Records Unit.
- 7.3 The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours if the officer is only requesting a review, unless otherwise arranged. An officer will not be required to take leave to review the file(s).
- 7.4 Written authorization from the officer is required before any representative of the officer will be granted access to the file(s). The officer and/or representative may not remove any contents; however, an officer may provide a written rebuttal to any information in the file(s) that they consider objectionable and request a copy of the file.
- 7.5 The Employer and its Departments/Divisions shall provide at least 1 full copy of a file requested by an officer but may charge a reasonable fee for copying any materials beyond the first copy requested by the officer 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.

7.6 FILE TYPES

- 7.6.1 The following are the types of files that may be maintained on each officer.
- 7.6.1.1 *Medical File*
- 7.6.1.1.1 Medical Files are maintained by the officer's Department/Division and will be kept separate and confidential in accordance with Federal and State law.
- 7.6.1.2 *Payroll File*

- 7.6.1.2.1 Comprehensive payroll records will be maintained for each officer by the appropriate Central Payroll Unit.
- 7.6.1.3 *Personnel File*
 - 7.6.1.3.1 One (1) official Personnel File may be maintained by the Employer for each officer. One (1) official Personnel File will also be maintained by the officers Departmental/Divisional Human Resources Office.
 - 7.6.1.3.2 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental/Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related documentation that an officer's supervisor has requested be included in the file.
- 7.6.1.4 *Supervisor File*
 - 7.6.1.4.1 Each first line supervisor will keep a Supervisor File on each officer they supervise. The supervisor may use the Supervisor File to store information on the officer to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).
 - 7.6.1.4.2 The confidentiality and security of Supervisor Files will be maintained to the extent allowed or required by law.
- 7.6.1.5 *Training File*
 - 7.6.1.5.1 The Employer may maintain a record of all training the officer has taken while in active service. Officers are responsible for maintaining copies of all training documentation.
- 7.6.1.6 *Background Investigation File*
 - 7.6.1.6.1 Background investigation files generally contain documentation related to an officer's

personal history questionnaire, background investigation packet, documentation and information obtained during the officer's background investigation results, polygraph/CVSA results, medical evaluation results, psychological evaluation results, physical fitness results and more pertaining to the officer's background and background investigation.

7.7 CONFIDENTIALITY

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

7.8 PUBLIC RECORDS

7.8.1 The DHRM maintains a roster of the Employer's officers in public service which includes the officer's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the officer's Departmental/Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an officer's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster shall exclude information deemed sensitive related to all officers in law enforcement job classifications, including but not limited to, such information deemed confidential under NRS 289 and any other Federal or State law provisions.

7.9 RECORDKEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION, PERFORMANCE EVALUATION, PROMOTION, OR TRANSFER

7.9.1 Letters of Instruction may be retained within the officer's Supervisor File until the completion of the officer's next annual performance evaluation or for a total of twelve (12) months, whichever is greater.

7.9.2 An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than thirty-six (36) months from the date of issuance, so long as the events giving rise to the Oral Warning did not result in any further discipline.

7.9.3 An Oral Warning may be considered for the purposes of evaluating promotions or transfers no later than thirty-six (36) months from the date of issuance, so long as: 1) the Oral Warning is the only incident in the Supervisor File on that officer; and 2) the events giving rise to the Oral Warning did not result in any additional or progressive discipline.

- 7.9.4 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than sixty (60) months from the date of issuance, so long as the events giving rise to the Written Reprimand did not result in any further discipline.
- 7.9.5 A Written Reprimand will be considered for the purposes of evaluating promotions or transfers no later than sixty (60) months from the date of issuance, so long as: 1) the Written Reprimand is the only incident in the Personnel File on that officer; and 2) the events giving rise to the Written Reprimand did not result in any additional or progressive discipline.
- 7.9.6 Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.
- 7.9.7 In the event an officer is not chosen to transfer to another Employer Department/Division due to a matter arising from their Personnel File or background investigation related to provisions of NAC 289.110, the officer will be given the opportunity to examine their file and submit a written response to documentation in their file for future consideration. The Appointing Authority may, but is not required to, change their hiring decision.

Article 8. Hours of Work

- 8.1 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 officers. Department/Division-specific policies, Standing Orders (SO's), or Administrative Regulations (AR's) should be consulted when officers need detailed information. In addition, this Article shall not be construed to affect any collective bargaining rights afforded to the officers pursuant to State law, including but not limited to total work hours required in a workday or workweek, number of days worked in a work week, or any salary or wage rates or other forms of direct monetary compensation. In such instances, all such provisions shall be subject to mandatory negotiations between the Employer and the Union.

8.2 WORK SCHEDULES

- 8.2.1 Pursuant to the Fair Labor Standards Act (FLSA), an assigned regular work schedule for officers covered under this Agreement will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Department/Division.
- 8.2.2 A regular work schedule will normally include two (2) consecutive scheduled regular days off (RDO's); however, the Department/Division may adjust the regular work schedule with prior notice to the officer.

- 8.2.3 The official workweek for the purposes of payroll begins each Monday at 0000 hours and ends at 2359 hours on the following Sunday.
- 8.2.4 Regular work schedules for officers covered under this Agreement will be assigned according to Departmental/Divisional policy and such assignments may be comprised of:
 - 8.2.4.1 Five (5) eight (8) hour shifts per workweek; or,
 - 8.2.4.2 Four (4) ten (10) hour shifts per workweek; or,
 - 8.2.4.3 A variable or innovative work schedule as agreed upon by the Department/Division and the officer.
- 8.2.5 The Department/Division may reassign officers for operational necessity.
- 8.2.6 This Article shall not be construed to guarantee any number of hours of work either per shift or per week.

8.3 MEAL BREAKS

- 8.3.1 The Employer and the Union agree to paid meal breaks that vary from and may be more generous than the meal break requirements of Federal and State law.
- 8.3.2 Meal breaks for officers working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Officers working three (3) or more hours longer than their regularly scheduled workday will be allowed an additional thirty (30) minute meal break.
- 8.3.3 When an officer's meal break period is interrupted by work duties, they will be allowed to resume their meal break following the interruption, if possible, to complete their allotted meal break period.
- 8.3.4 Meal breaks may not be used for late arrival or early departure from work and meal breaks and rest periods will not be combined.

8.4 REST PERIODS

- 8.4.1 The Employer and the Union agree to rest periods that vary from and may be more generous than the rest period requirements of Federal and State law.
- 8.4.2 Officers 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.
- 8.4.3 Where the nature of the work allows officers to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift of three (3) hours or more, scheduled rest periods are not required.
- 8.4.4 Rest periods may not be used for late arrival or early departure from work and rest periods and meal breaks will not be combined.

8.5 DAILY WORK SHIFT CHANGES

- 8.5.1 The Department/Division may adjust an officer's daily start and/or end time(s) if operational necessity dictates such a change. If an officer's

daily work shift changes under this section, they will be compensated appropriately in accordance with Article 10, Compensation.

8.6 TEMPORARY SCHEDULE CHANGES

- 8.6.1 An officer’s workweek and/or work schedule may be temporarily changed with prior notice from the Department/Division.
- 8.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Officers will receive three (3) calendar days’ written notice of any temporary schedule change via memorandum, email, or telephone call, unless the officer and the Department/Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The officer 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.
- 8.6.3 An officer scheduled to work during the Daylight Savings time changes will have the option to adjust their shift to ensure a full shift is worked or complete a leave slip for one (1) hour of either Compensatory Time or Annual Leave to accommodate the short day. For the extended day, an officer is required to either adjust their shift, or complete a Compensatory Time or Overtime slip, whichever the Department/Division requires, after working the extra hour.

8.7 PERMANENT SCHEDULE CHANGES

- 8.7.1 An officer’s workweek and work schedule may be permanently changed with prior notice from the Department/Division.
- 8.7.2 An officer will receive fourteen (14) calendar days’ notice via memorandum, email, or telephone call, of a permanent schedule change. This notice will include the reason for the schedule change. The day notice is given is not considered part of the notice period. During that notice period, the officer may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.

8.8 EMERGENCY SCHEDULE CHANGES

- 8.8.1 The Department/Division may adjust an officer’s workweek and work schedule without prior notice in emergencies.

8.9 OFFICER-REQUESTED SCHEDULE CHANGES

- 8.9.1 An officer may make a “flex request” wherein they ask for a flexible start or end time to their shift on a specific day. The Department/Division may approve or disapprove such requests based on operational need.
- 8.9.2 An officer’s workweek and work schedule may be changed at their request and with the Department’s/Division’s approval, provided the

Department's/Division's operational needs are met and no Overtime expense is incurred.

8.10 TIME REPORTING

8.10.1 covered under this Agreement will accurately record time worked in accordance with the established process as determined by their Department/Division.

8.11 SHIFT ASSIGNMENT PROCESS

8.11.1 Department/Division-specific shift assignment processes are in Appendix B of this Agreement.

8.12 SHIFT BID PROCESSES

8.12.1 Department/Division-specific shift assignment processes are in Appendix C of this Agreement.

8.13 SHIFT TRADE

8.13.1 Department/Division-specific shift assignment processes are in Appendix D of this Agreement.

Article 9. Safety & Health

9.1 GENERAL PROVISIONS

9.1.1 The Employer, officer, and the Union have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

9.1.2 The Employer will 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 Nevada Peace Officer Standards & Training (POST).

9.1.3 Officers will comply with all safety and health practices and standards established by the Employer. Officers 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.

9.1.4 The Department/Division may direct officers to use leave in accordance with Article 11, Leave, Part A Paid Leave, Section 8 Sick Leave, when officers self-report a contagious health condition.

9.1.5 The Department/Division may direct officers to use leave in accordance with Article 11, Leave, Part A Paid Leave, Section 1 Administrative Leave or Section 10 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.

9.1.6 When a worksite is impacted by a critical incident, the Employer, and the Department/Division will provide the officers with an opportunity to receive a critical incident debriefing from the Employee Assistance

Program (EAP), or other sources available to the Employer, Department/Division.

9.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 9.2.1 The Employer and the Department/Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients. The Employer and Department/Division will provide that amount of such equipment and apparel including replacements, as is necessary.
- 9.2.2 PPE may include but not be limited to those items appropriate for the officer to effectuate their duties in a safe manner.
- 9.2.3 The Employer and Department/Division will provide officers with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.
- 9.2.4 Officers will abide by all requirements set forth by the Employer and the Department/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.
- 9.2.5 The Employer will follow its policies and procedures regarding safety training for all officers.
- 9.2.6 The Employer will form a joint Safety Committee in accordance with OSHA, NIOSH, the Employer's Risk Management Division requirements, and Article 24, Union/Management Communications Committees.

9.3 SAFETY COMMITTEES

- 9.3.1 Safety Committees are intended to provide a forum for the Employer, officers, and the Union to communicate about issues that arise relative to the safety of the working environment. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage officers to work in a safe manner.
- 9.3.2 Safety Committees will be made up of representatives from the Employer, the Union, and officers in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).
- 9.3.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department/Division head, or designee, for review and action, as necessary. The Department/Division head, or designee, will report follow-up action/information to the Safety Committee.

9.4 ERGONOMIC ASSESSMENTS

- 9.4.1 At the request of the officer, the officer's Department/Division will ensure that an ergonomic assessment of the officer's workstation is completed. Solutions to identified issues/concerns will be implemented within available resources.

9.5 PHYSICAL STANDARDS – CATEGORY II PEACE OFFICERS

- 9.5.1 Officers in job classifications eligible for membership under this Agreement are responsible for maintaining their bodies to the appropriate physical standards as indicated in Nevada POST, the NRS, and applicable Department/Division policies and procedures.
- 9.5.2 Category II Peace Officers who are currently required to attend an annual physical appointment under NRS 617 shall continue to do so. Annual physicals will be scheduled during working hours and the Employer will be responsible for all wages and other compensation during their attendance at such examinations. Officers are responsible for compliance with any orders given to them by the certified occupational health physician conducting the annual physical.

9.6 AIR QUALITY ASSESSMENTS

- 9.6.1 Air quality concerns regarding specific work locations brought to the Safety Committee will be evaluated and processed in accordance with this Article.

9.7 WORKPLACE VIOLENCE

- 9.7.1 The Employer and the Union agree that the personal safety and health of each officer is of primary importance.
- 9.7.2 It is the responsibility of all officers to support safety and health programs. Officers 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, an acquaintance, or others.
- 9.7.3 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.
- 9.7.4 The Employer will ensure tailored active threat awareness and preparedness training is made available to all officers.

Article 10. Compensation

10.1 SALARY PAYMENT

- 10.1.1 The compensation schedule for officers in the State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. An officer’s pay rate is set within a salary grade at a specific step.
- 10.1.2 Appendix E, “Salary Schedules for Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA)” will reflect the salary schedules for officers covered under this Agreement.

- 10.1.3 The Employer agrees to evaluate and realign and/or retitle the Compliance/Enforcement Investigator series to more accurately reflect the duties of the Category II Peace Officers assigned to those positions. These evaluations for realignment and/or retitling shall be completed by December 31, 2023, and shall be effective July 1, 2023. The Employer agrees to pay any resulting retroactive pay to July 1, 2023.
- 10.1.4 Effective the first full pay period in July 2023, the salary schedules for Bargaining Unit H will reflect an eight percent (8%) increase.
- 10.1.5 Effective the first full pay period in July 2024. The salary schedules for Bargaining Unit H will reflect a four percent (4%) increase.
- 10.1.6 For the contract term of July 1, 2023, through June 30, 2025, officers covered under this Agreement will receive retention incentives of two thousand dollars (\$2,000.00) per fiscal year. These retention incentives will be distributed in four equal installments throughout the fiscal year, beginning in July 2023.

10.2 EDUCATION/POST CERTIFICATE PAY

- 10.2.1 The Employer agrees to pay officers that possess an Intermediate Nevada POST Certificate will receive five hundred dollars (\$500.00) per fiscal year, payable each December provided the officer has submitted proof of their certification to their employing Department/Division by November 1.
- 10.2.2 The Employer agrees to pay officers that possess an Advanced Nevada POST Certificate will receive nine hundred dollars (\$900.00) per fiscal year, payable each December provided the officer has submitted proof of their certification to their employing Department/Division by November 1.
- 10.2.3 Officers who wish to receive Education/POST Certificate Pay must submit a request to receive the pay and a copy of their NV POST certificate(s), via email, to their Department/Division designee by November 1. Officers will be paid only at the highest level achieved.

10.3 SALARY ADMINISTRATION

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

10.4 SALARY RATE UPON INITIAL APPOINTMENT

- 10.4.1 Upon initial appointment, an officer will be placed at Step 1 at the appropriate salary grade for their job classification, subject to the provisions of NAC 284.204.

10.5 SALARY RATE UPON PROMOTION

- 10.5.1 Upon promotion to a position in a higher job classification an officer 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 on an increase of two (2) steps above the step held in the former grade, whichever is higher.

10.6 SALARY RATE UPON DEMOTION

- 10.6.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.
- 10.6.2 Upon demotion for failure to complete a Trial Service Period, the officer 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.
- 10.6.3 Upon voluntary demotion, the officer's salary will be reduced to the corresponding salary grade for the lower job classification.

10.7 MERIT PAY INCREASE

10.7.1 General Provisions

- 10.7.1.1 An officer who successfully completes twelve (12) months of satisfactory service, excluding Overtime, after initial appointment or promotion to a position, will be eligible for a merit pay increase of one (1) step within their salary grade on their pay progression date, and annually thereafter.
- 10.7.1.2 Merit pay increases are not automatically awarded to officers. Merit pay increases will not exceed the maximum of the range of the salary grade of the officer's job classification.
- 10.7.1.3 To be eligible for a merit pay increase, the officer must meet a satisfactory level of performance and competence during the twelve (12) month period prior to their performance evaluation.

10.7.2 Denial of Merit Pay Increase

- 10.7.2.1 If an officer receives a performance evaluation stating that their performance and competence is substandard, the Employer may withhold the merit pay increase. If the Employer denies a merit pay increase, the officer will be notified in writing of the specific reasons for the denial. The officer may request a review of this denial by the Department/Division head, or designee, within ten (10) calendar days of receipt of the notice of denial.
- 10.7.2.2 A meeting to discuss the review by the Department/Division head, or designee, will be scheduled within ten (10) calendar days of receipt of the request to review. The officer may request a Union Representative be present at the review

meeting. The determination of the Department/Division head, or designee, is final. Denial of a merit pay increase is not subject to grievance under Article 20, Grievance Procedure.

10.7.3 Delay of Merit Pay Increase

10.7.3.1 The Employer and the Union agree that if there is a delay in a merit pay increase being reflected on the officer's paycheck due to administrative delay or clerical error, the Employer will adjust the officer's paycheck appropriately to reflect retroactive payment of the merit pay increase to the proper effective date.

10.8 CALLBACK PAY

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

10.9 OVERTIME CONSIDERATION OF PAID LEAVE STATUS

10.9.1 The Employer and the Union agree that pursuant to the following regulations, paid leave status shall be credited the same as time worked when calculating Overtime or Compensatory Time.

10.9.1.1 NAC 284.245 Overtime: Consideration of paid-leave status in calculation. (NRS 284.065, 284.155, 284.175) Paid-leave status is considered as time worked in calculating overtime.

10.9.1.2 NAC 284.0742 "Paid status" defined. (NRS 284.065) "Paid status" means the time that an officer is:

10.9.1.2.1 Working;

10.9.1.2.2 On leave with pay, including Union leave, except catastrophic leave; or

10.9.1.2.3 On a leave of absence due to a fiscal emergency declared pursuant to NAC 284.580.

10.10 OVERTIME & COMPENSATORY TIME

10.10.1 The Employer and the Union agree where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.

10.10.2 Overtime pay is calculated at one and one-half times (1.5) the regular hourly rate of pay.

10.10.3 Scheduled overtime must be approved in advance by a supervisor through either written or documented verbal communication, or through the time keeping system.

10.10.4 The Employer and Union agree, however, that circumstances and/or emergencies may arise which are beyond the control of the Officer. In such cases, Overtime may be incurred without prior approval. When this occurs, it is incumbent upon the officer to notify their supervisor of the specific circumstances as soon as possible, or as soon as is

practicable, once the circumstances are resolved. Examples of such circumstances include, but are not limited to:

- 10.10.4.1 Unforeseeable travel delays during work-related assignments and training;
 - 10.10.4.2 Unforeseeable delays when transporting and processing incarcerated people;
 - 10.10.4.3 Scheduled and unscheduled assignments that continue beyond an officer's scheduled end of shift and which are out of the officer's control, to include: conducting enforcement actions, traffic stops, calls for service, required interventions in public safety matters or incidents, and calls to assist other law enforcement officers;
 - 10.10.4.4 Officer injuries which have occurred while the officer is on-duty and require treatment and reporting;
 - 10.10.4.5 Traffic accidents occurring in State owned vehicle and any State required processes, testing, and drug screening; and,
 - 10.10.4.6 Duties related to task force operations accruing overtime which may not necessarily be funded by external sources.
- 10.10.5 Officers that work a standard non-variable schedule consisting of eight (8) hours per day, five (5) days per week, with two (2) regular days off (RDO's), will be paid Overtime pay for all hours worked in a regularly scheduled workday in excess of eight (8) hours.
- 10.10.6 Officers that work a standard non-variable schedule consisting of ten (10) hours per day, four (4) days per week, with three (3) RDO's, will be paid Overtime pay for all hours worked in a regularly scheduled workday in excess of ten (10) hours.
- 10.10.7 Officers that request and are approved through a Variable Work Agreement to work a regular schedule equaling forty (40) hours per week, will be paid Overtime pay for all hours worked in their regularly scheduled work week in excess of forty (40) hours.
- 10.10.8 Officers who are eligible under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 et seq., to work a variable eighty (80) hour work schedule within a biweekly pay period and who choose and are approved for such a work schedule will be considered eligible for Overtime only after working in excess of eighty (80) hours biweekly.
- 10.10.9 At the time an Overtime assignment is offered, the officer may request to accrue Compensatory Time in lieu of Overtime pay.
- 10.10.10 Compensatory time will be accrued at the rate of time and one-half (1.5) of the officer's regular hourly rate of pay.
- 10.10.11 The Employer and an officer may enter into an agreement stating that the officer agrees to accept the accrual of Compensatory Time rather than receiving Overtime pay for Overtime assignments. Either party may rescind the agreement but must give thirty (30) working days'

notice. The Employer and Union agree, notification to rescind by the officer can be made via email to the officer's supervisor.

- 10.10.12 An officer may not accrue and carry more than two hundred forty (240) hours of Compensatory Time at any given time.
- 10.10.13 An officer who has accrued Compensatory Time may request, in writing, payment in cash for their accrued Compensatory Time.
- 10.10.14 The Employer will promulgate policies regarding when Compensatory Time must be paid out in accordance with the FLSA.
- 10.10.15 If an officer has the need to retain a balance of Compensatory Time for use during a specific leave event, they may request to enter into an agreement with their immediate supervisor for the retention of the Compensatory Time balance and use of that balance for the stated and agreed upon need.

10.11 DANGEROUS DUTY PAY

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

10.12 SPECIAL ADJUSTMENTS TO PAY

- 10.12.1 Officers may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments to Pay or Special Assignments; however, the maximum Special Adjustment to Pay and/or Special Assignment Pay is twenty percent (20%) of their regular hourly rate of pay. The Employer and Union agree that Special Assignment Pay is separate and apart from any other forms of normal compensation, including but not limited to, call-back pay, stand-by pay, and out of classification pay.
- 10.12.2 The Employer and Union agree that an officer can only be paid for two categories of special adjustments to pay at any one time. Bilingual Pay will be excluded from this rule and will be paid in addition to a maximum of two categories.
- 10.12.3 Special Assignments are designations outside normal operational functions that save the Employer time and money by having an officer on-site perform the task instead of outsourcing. These tasks require the officer 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 officer to attend training classes or be certified to perform the duties of that designation. The designation may also require the officer to be re-certified 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.

10.12.4 Bilingual Pay

- 10.12.4.1 An officer who is required by the Employer to use bilingual skills or sign language for persons who are deaf will be paid

an additional compensation equivalent to five percent (5%) of their regular hourly rate of pay.

10.12.4.2 Officers will be certified by their Department/Division that they are assigned work based upon their bilingual skills and are eligible to receive the associated premium pay.

10.12.4.3 Officers 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.

10.12.5 Field Training Officer (FTO) Pay

10.12.5.1 Officers assigned to be a Field Training Officer (FTO) shall receive a Special Adjustment to Pay (FTO Pay) equivalent to twenty percent (20%) of their base hourly rate of pay for all hours in FTO status.

10.12.5.2 The Employer and Union agree an officer is in FTO status if they have a probationary officer/trainee assigned to them for the purpose of training and evaluation. The FTO will be paid for the entire duration of the formal training process.

10.12.5.3 The Employer and Union agree if a newly hired/transferred officer is in trainee/trial/probationary status, that trainee must be assigned to a Unit H FTO, if one is available, for the entire duration of the trainee's training program. The Employer and Union agree a Supervisor/Manager cannot be used in place of an FTO if a Unit H FTO is available in the same Department/Division and office space as the trainee. The employer may require an FTO to possess a NV POST accredited certificate/credential showing they are a trained Field Training Officer.

10.12.6 Instructor Pay

10.12.6.1 An officer assigned to be an Instructor shall receive a Special Adjustment to Pay equivalent to twenty percent (20%) of their regular hourly rate of pay for all hours in Instructor status.

10.12.6.2 The Employer and Union agree that if a Unit H officer is directed by the Employer to teach any law enforcement-related training they are considered to be an instructor and qualify for Instructor Pay. This may include, but is not exclusively limited to, Defensive Tactics (DTs), Firearms (Range Masters/Officers), Tactical/emergency medical (TACMED), CPR, first aid and emergency vehicle operations (EVOC).

- 10.12.6.3 The Employer and Union agree that an officer is considered to be in instructor status when they are engaged in the following:
 - 10.12.6.3.1 Actual instruction.
 - 10.12.6.3.2 Maintenance and preparation of equipment and facilities for training and storage.
 - 10.12.6.3.3 Maintenance/creation of instruction records, qualification records and lesson plans.
 - 10.12.6.3.4 Transport of any training equipment for the purposes of training, repair and maintenance.
 - 10.12.6.3.5 Travel to and from and attendance of any employer approved training to maintain instructor/subject matter proficiency.

10.12.7 Special Assignments

- 10.12.7.1 Officers assigned to a Special Assignment shall be paid the equivalent of twenty percent (20%) of their regular hourly rate of pay for the hours spent in Special Assignment status.
- 10.12.7.2 The Employer and Union agree an officer is in Special Assignment status when they are engaged in the following:
 - 10.12.7.2.1 The actual assignment
 - 10.12.7.2.2 Travel to and from the assignment.
 - 10.12.7.2.3 Travel to and from and attendance at any employer approved training related to the Special Assignment.
- 10.12.7.3 The employer and union agree a Special Assignment is any task an officer is assigned to that is outside of the officer's routine daily assignments/tasks, with the exception of minor administrative duties such as moving boxes or equipment or delivering/transporting agency documents, legal or otherwise.
- 10.12.7.4 The Employer and Union agree Special Assignments for Unit H officers may include but are not exclusively limited to the following:
 - 10.12.7.4.1 DIGNITARY PROTECTION/SECURITY – Officer tasked with protection/security for any State personnel, witnesses or victims and any other persons designated by the Employer/Department/Division. This includes, but is not limited to, house watch, requests from State agency heads, administrators, and attorneys to have a security escort because of safety/security

- concerns related to legal/court proceedings and any other public engagement.
- 10.12.7.4.2 ARMORER – Officer who is maintainer of Employer/Agency owned firearms and associated equipment. The Employer may require certification(s) for this assignment.
- 10.12.7.4.3 CVSA/POLYGRAPH EXAMINER – Officer trained in CVSA/Polygraph examinations. The Employer agrees any officers assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.
- 10.12.7.4.4 EVIDENCE TECH/CUSTODIAN – Officer tasked with maintaining an evidence and property room/facility including all the records, systems and procedures associated with the maintenance and security of evidence and property room/facility. The Employer may require certification(s) for this assignment.
- 10.12.7.4.5 OIS/USE OF FORCE INVESTIGATOR – Officer tasked with investigating/reviewing officer involved shootings and use of force incidents. The Employer and Union agree these officers MUST have a minimum of 40 hours of specialized training before being assigned to any OIS/Use of Force investigations, including but not limited to any investigative reviews of other law enforcement agencies and presenting questions regarding OIS/Use of Force to any other law enforcement agencies or other government entities. The Employer agrees any officers assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.

10.13 SHIFT DIFFERENTIAL

- 10.13.1 As used in this Article “differential rate of pay” means an adjustment in pay equivalent to an additional five percent (5%) of an officer’s regular hourly rate of pay.
- 10.13.2 “Qualifying shift” means a period of work of eight (8) hours or more, of which four (4) hours must fall between the hours of 6:00 p.m. and

7:00 a.m. The term includes, without limitation, a period of work of eight (8) hours that is reduced to seven (7) hours because of a change of time to daylight saving time.

- 10.13.3 An officer is eligible for the differential rate of pay if they work in a unit which provides services requiring multiple shifts within a 24-hour period and is: 1) a nonexempt officer in the classified service who works: a) a qualifying shift; or, b) any shift of at least eight (8) hours that is other than a qualifying shift plus four (4) or more hours between 6:00 p.m. and 7:00 a.m. In such cases, an officer must receive the differential rate of pay for only the hours worked between 6:00 p.m. and 7:00 a.m. 2) An exempt classified officer assigned to a qualifying shift. In such cases, an officer must receive the differential rate of pay for all of their regularly scheduled hours of employment on that workday.
- 10.13.4 If an officer is assigned to a qualifying shift when they are on paid leave, to include Union Leave, or a holiday occurs, they must receive the differential rate of pay for that shift.
- 10.13.5 Except as otherwise provided above, if a nonexempt officer in the classified service is assigned to a qualifying shift and they are not in paid status for the entire period of that shift, they must receive the differential rate of pay for the portion of the shift in which they are in paid status.
- 10.13.6 A nonexempt officer in the classified service who works Overtime in conjunction with a qualifying shift must be paid Overtime at the differential rate of pay.

10.14 UNIFORMS & EQUIPMENT

- 10.14.1 The Employer shall issue a duty firearm to an officer if the officer is required to carry a firearm on duty.
- 10.14.2 Departments/Divisions may allow officers to carry a personally owned firearm in place of an issued firearm on duty and may create their own Department/Division policies regarding qualification with that personally owned firearm and the maintenance/repair/modification of that personally owned firearm.
- 10.14.3 The Employer will provide duty ammunition and a minimum of 100 rounds of live training ammunition (not airsoft, sim rounds/paint or the like) for each Unit H officer for each fiscal year of this agreement and any additional live training ammunition for any Department/Division required and POST required training in accordance with the Department's/Division's policy for an officer's authorized duty firearm and one (1) secondary/off-duty firearm.
- 10.14.4 State-issued equipment that becomes unserviceable shall be replaced as soon as possible by the Employer upon notification by the officer, without cost to the officer. If the incident giving rise to the need for

replacement is due to a violation of policy or as a result of negligence, the officer may be subject to disciplinary action.

10.14.5 *Uniform & Equipment Allowance (\$1,200)*

10.14.5.1 The Employer will determine and provide uniform items and equipment consistent with Department/Division policy. However, the Employer and Union agree that while many Unit H officers may not be required to wear uniforms, the purchase and maintenance of business formal attire and business casual attire that is conducive to also carrying police equipment can be just as costly as uniforms.

10.14.5.2 The Employer agrees to pay each Unit H officer an annual Uniform & Equipment Allowance of one thousand two hundred dollars (\$1,200.00) to be paid in the first full pay period in January of each year of this agreement. This Allowance does not prohibit each specific Department/Division from issuing equipment or uniforms necessary to accomplish their specific mission, nor is it intended to replace the Department's/Division's responsibility to issue basic equipment.

10.14.5.3 The Employer through its Departments/Divisions shall issue the following basic equipment to each Unit H officer within one year of this Agreement's effective date if that officer has not already been issued this equipment prior to this Agreement:

10.14.5.3.1 Badge and official credentials

10.14.5.3.2 One (1) at minimum Level IIIA ballistic vest/body armor within manufacturer guarantee/serviceability recommendation/expiration dates. The Employer and Union agree a tactical rifle plate carrier with rifle rated plates may be issued in place of the Level IIIA vest if the officer agrees to that piece of equipment and it has not already been issued prior to this agreement. Any Employer-issued ballistic vest/body armor/plates MUST be serviceable within the manufacturer's requirements and recommendations including expiration dates.

10.14.5.3.3 One (1) Employer owned duty handgun, with a minimum of three magazines, if the employer requires an officer to be armed (officers can decline if they choose to carry a

- personally owned firearm in accordance with Department/Division policy).
 - 10.14.5.3.4 One (1) set of DOJ approved handcuffs.
 - 10.14.5.3.5 At least one (1) less lethal force option, ex. Baton, taser, OC, etc.)
 - 10.14.5.3.6 One (1) field trauma kit with a tourniquet
 - 10.14.5.3.7 Any associated holsters for issued firearms, magazines, handcuffs, etc.
 - 10.14.5.3.8 The Employer will provide officers with a reasonable and reliable way to communicate with a professional police dispatch center. The preferred method will be a police radio linked to a dispatch center capable of reaching other allied law enforcement resources. If a radio is not used or issued, the Employer will take steps to ensure officers have a way of communicating with a professional dispatch center (e.g., cell phone).
- 10.14.6 *Replacement of Uniforms & Equipment*
 - 10.14.6.1 The Employer will replace State-issued uniform or equipment items pursuant to the Department/Division policy.
 - 10.14.6.2 If an officer loses or damages any Employer-issued uniform or equipment in the performance of their duties and which is not caused by the officer's own negligence, the Employer shall replace the item at no cost to the officer.
- 10.14.7 *Personal Equipment*
 - 10.14.7.1 Personal equipment that an officer chooses to use to supplement their Employer-provided equipment that is damaged in the course and scope of duty rather than through negligence may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident.
 - 10.14.7.2 Officers may request reimbursement for damaged personal 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.

10.14.8 *Retirement Badges & Identification Card*

10.14.8.1 In accordance with 18 U.S.C. § 926C and as established by the Law Enforcement Officer Safety Act (LEOSA)/HR 218, upon separation/retirement/resignation from the Employer, an officer 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 a Qualified Retired Law Enforcement Officer (QRLEO) identification card at no cost to the officer. Such QRLEO credentials will be of a similar type to the Department's/Division's active duty issued credentials. These QRLEO credentials will also comply with the requirements of HR 218/LEOSA/18 U.S.C. § 926C. For the purposes of this Section, an officer is considered to be in good standing if at the time of separation/retirement/resignation they are:

- 10.14.8.1.1 Authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, or had statutory powers of arrest or apprehension under 10 U.S.C. § 807(b) (article 7(b) of the Uniform Code of Military Justice);
- 10.14.8.1.2 Qualified in firearms training for active law enforcement officers, as determined by the former agency of the individual or the state in which the individual resides and not less than one year before the date the individual is carrying the concealed firearm, been tested or otherwise found by the State or a certified firearms instructor that is qualified to conduct a firearms qualification test for active duty officers within that State to have met the active duty standards for qualification in firearms training, as established by the State, to carry a firearm of the same type as the concealed firearm; or if the State has not established such standards, standards set by any law enforcement agency within that State to carry a firearm of the same type as the concealed firearm; or, if the state has not established such standards, either a law enforcement agency within the state in which

- the individual resides or the standards used by a certified firearms instructor qualified to conduct a firearms qualification test for active-duty law enforcement officers within that state;
 - 10.14.8.1.3 Not found by a qualified medical professional to be unqualified for reasons relating to mental health; and,
 - 10.14.8.1.4 Not prohibited by federal law from receiving a firearm.
- 10.14.8.2 The QRLEO identification card will follow LEOSA standards as outlined in 18 U.S.C. § 926C (d) and will include:
 - 10.14.8.2.1 On the front of the card:
 - 10.14.8.2.1.1 A photograph of the officer,
 - 10.14.8.2.1.2 The officer's name,
 - 10.14.8.2.1.3 The language "Qualified Retired Law Enforcement Officer",
 - 10.14.8.2.1.4 The card's date of issue,
 - 10.14.8.2.2 On the back of the card:
 - 10.14.8.2.2.1 Language that states the officer's eligibility under 18 U.S.C. § 926C to carry a concealed firearm.
- 10.14.8.3 Separated/retired/resigned officers who have received a QRLEO identification card will be entitled to receive an updated QRLEO identification every five (5) years. Prior to issuing a replacement identification, the Employer may require the separated/retired/resigned officer to sign a waiver allowing an updated check into their criminal history. This criminal history check will only be to the extent necessary to ensure the separated/retired/resigned officer is still eligible to carry a concealed firearm under HR 218/LEOSA/18 U.S.C. § 926C.
- 10.14.8.4 The Employer agrees to provide a QRLEO identification card indefinitely for officers that separated/retired/resigned after 10 or more years of State of Nevada law enforcement service, regardless of new employment, provided they qualify for that identification card as determined by HR 218/LEOSA/18 U.S.C. § 926C. For officers that separated/retired/resigned from State service with less than 10 years of State of Nevada Law Enforcement service, the

employer will only provide the QRLEO identification card indefinitely if that officer does not obtain employment as a full time permanent (non-probationary) sworn law enforcement officer elsewhere including with any city, county or tribe in the State of Nevada and provided they qualify for that identification card as determined by HR 218/LEOSA/18 U.S.C. § 926C. Once that separated/retired/resigned officer with less than 10 years of State of Nevada Law Enforcement service is off probationary status with a new employing law enforcement agency as a sworn law enforcement officer, they will no longer be entitled to a QRLEO identification card even when employment with that new agency ends.

Article 11. Leave

PART A – PAID LEAVE

11.1 ADMINISTRATIVE LEAVE

- 11.1.1 The Employer has the right to place an officer on paid Administrative Leave.
- 11.1.2 An officer on paid Administrative Leave is required to be available to their supervisor during their leave.

11.2 ANNUAL LEAVE

- 11.2.1 Officers 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 shall be subject to a maximum balance of four hundred eighty hours (480).
- 11.2.2 Officers will be eligible to take Annual Leave after completion of six (6) months of continuous full-time service.
- 11.2.3 *Accrual*
 - 11.2.3.1 For each calendar month of full-time service, an officer is entitled to accrue Annual Leave at the following rate:
 - 11.2.3.1.1 Officers with zero (0) to nine (9) years of continuous service will accrue ten (10) hours of Annual Leave per month.
 - 11.2.3.1.2 Officers with ten (10) to fourteen (14) years of continuous service will accrue twelve (12) hours of Annual Leave per month.
 - 11.2.3.1.3 Officer with fifteen (15) or more years of continuous service will accrue fourteen (14) hours of Annual Leave per month.

11.2.4 *Annual Leave Usage*

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

11.2.5 *Annual Leave Cash Out*

11.2.5.1 Officers covered under this Agreement shall have the opportunity to cash out Annual Leave twice per fiscal year, once in November and once in May, up to forty (40) hours per instance, so long as after cash out they have a remaining balance that is greater or equal to two hundred (200) hours of banked Annual Leave.

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

11.2.5.3 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.

11.3 CATASTROPHIC LEAVE

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

11.3.2 In addition to the above requirements, an officer must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The officer must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an officer can be approved to use in a calendar year is one thousand forty (1,040) hours.

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

- 11.3.4 Officers are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating officer's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

11.4 CIVIL LEAVE (JURY DUTY)

- 11.4.1 An officer who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable. If the officer must serve during a regularly scheduled workday the officer 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.
- 11.4.2 When an officer who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the officer's work schedule according to one (1) of the alternative work schedules below:
 - 11.4.2.1 Working Prior to Jury Duty Reporting Time
 - 11.4.2.1.1 If the officer is assigned to the graveyard shift and is ordered to appear for jury duty the same day, the officer will be relieved of duty no less than eight (8) hours prior to their scheduled jury duty appearance time; or,
 - 11.4.2.2 Working After Jury Duty Reporting Time
 - 11.4.2.2.1 If the officer is assigned to the graveyard shift and is ordered to appear for jury duty the same day, the officer will have their tour of duty reporting time adjusted for the actual time spent serving jury duty. The officer will report late to the next shift the same number of hours spent serving jury duty. Officers will notify 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.
- 11.4.3 In the event the officer serves for four (4) hours or more on the day of the officer's appearance for jury duty, including the officer's time going to and returning from the place where the court was held, the officer shall be relieved of duty for the entire shift.
- 11.4.4 Civil Leave may also be granted if an officer needs time away from work to vote and it is impractical to vote before or after their scheduled work shift.
- 11.4.5 No civil or criminal case in which the officer has a personal interest shall be covered by this Section of the Agreement.

11.5 COMPENSATORY TIME

11.5.1 As defined in Article 10, Compensation.

11.6 HOLIDAYS

11.6.1 Officers will be provided the following non-working holidays per year:

- 11.6.1.1 New Year’s Day - January 1
- 11.6.1.2 Martin Luther King, Jr.’s Birthday - Third Monday in January
- 11.6.1.3 Presidents’ Day - Third Monday in February
- 11.6.1.4 Memorial Day - Last Monday in May
- 11.6.1.5 Juneteenth – June 19
- 11.6.1.6 Independence Day - July 4
- 11.6.1.7 Labor Day - First Monday in September
- 11.6.1.8 Nevada Day Observed - Last Friday in October
- 11.6.1.9 Veterans’ Day - November 11
- 11.6.1.10 Thanksgiving Day - Fourth Thursday in November
- 11.6.1.11 Family Day - The Friday immediately following the fourth Thursday in November
- 11.6.1.12 Christmas Day - December 25

11.6.2 Holiday Pay

- 11.6.2.1 When an authorized holiday falls on an officer’s regularly scheduled workday and the officer is not required to work, the officer shall be paid at their regular hourly rate of pay for the hours equal to their regularly scheduled work shift. For example, if an officer works an 8-hour shift, they will get paid for 8 hours at their regular hourly rate of pay. If an officer works a 10-hour shift, they will get paid for 10 hours at their regular hourly rate of pay.
- 11.6.2.2 Officers will not accrue more than 40 hours during a holiday week without Department/Division approval, such as in overtime scenarios.
- 11.6.2.3 In instances when officers are unable to adjust their shift or day off because of Department/Division need, those officers will be authorized to claim “paid day off holiday” PDOH with prior approval (see 11.6.5.3 below).
- 11.6.2.4 During a holiday work week, an officer working an alternative or innovative schedule has the option of remaining on their current schedule or they may request to modify their schedule to complete a standard work week, subject to supervisor approval.
- 11.6.2.5 The Employer retains the right to modify an officer’s daily work hours during holiday weeks to accommodate shift coverage and on duty personnel requirements.

11.6.3 *Holiday Premium Pay*

- 11.6.3.1 Full-time officers who actually work on a designated holiday will be compensated at their regular hourly rate of pay for their regularly scheduled work hours as well as Holiday Pay for their regularly scheduled work hours.

11.6.4 *Holiday Observance Days*

- 11.6.4.1 For full-time officers with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday, the succeeding Monday will be observed as the holiday.
- 11.6.4.2 For full-time officers who do not have a Monday through Friday work schedule, when a designated holiday falls on their scheduled workday, that day will be considered the holiday. When a designated holiday falls on the officer's RDO, the Department/Division will treat the officer's workday immediately before or immediately after as the holiday.
- 11.6.4.3 An officer may request an alternate day off as their holiday if the requested day off falls within the same pay period as the holiday. The Department/Division may approve or disapprove the request.
- 11.6.4.4 The holiday for graveyard shift officers whose work schedule begins on one calendar day and ends on the next will be determined by the Department/Division. The holiday will start either at the beginning of the scheduled graveyard shift that begins on the calendar day designated as the holiday, or the beginning of the shift that precedes the calendar day designated as the holiday.
- 11.6.4.5 The holiday for graveyard shift officers will be the same for all graveyard shift officers in a facility.

11.6.5 *Holiday Compensation Rules*

- 11.6.5.1 Part-time officers who begin employment before and remain employed after the designated holiday will be compensated in cash or Compensatory Time for the holiday in an amount proportionate to the time they were in pay status during the month prior to the holiday.
- 11.6.5.2 Full-time officers who are employed before the holiday and are in full pay status for eighty (80) non-Overtime or non-standby hours during the pay period, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday.

- 11.6.5.3 If a holiday falls on an officer's RDO and they are unable to observe the holiday per 11.6.4.2 or 11.6.4.3, the officer will receive PDOH for hours equal to their regularly scheduled shift.
- 11.6.5.4 Officers who resign, are dismissed, or are separated before a holiday will not be compensated for the holidays occurring after the effective date of the resignation, dismissal, or separation.

11.7 MILITARY LEAVE

- 11.7.1 Officers who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.
- 11.7.2 Officers who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.
- 11.7.3 The twelve (12) month period will begin on the day the officer has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.
- 11.7.4 Officers will provide a copy of any orders for military duty to their Departmental/Divisional Human Resources Office.
- 11.7.5 An officer returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

11.8 SICK LEAVE

- 11.8.1 *Accrual*
 - 11.8.1.1 A full-time officer in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.
- 11.8.2 *Carry Forward & Transfer*
 - 11.8.2.1 Officers 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 officer 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.
- 11.8.3 *Sick Leave Use*

- 11.8.3.1 Sick Leave will be charged in real time and may be used for the following reasons:
 - 11.8.3.1.1 Time away from work due to a personal illness, injury, or medical disability that prevents the officer from performing their job.
 - 11.8.3.1.2 Time away from work to attend personal medical or dental appointments.
 - 11.8.3.1.3 Time away from work to care for family members as allowed under the Family & Medical Leave Act (FMLA). Family member is defined to include:
 - 11.8.3.1.3.1 Child.
 - 11.8.3.1.3.2 Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an officer or the officer's spouse or registered domestic partner, or a person who stood in loco parentis when the officer was a minor child.
 - 11.8.3.1.3.3 Spouse.
 - 11.8.3.1.3.4 Registered domestic partner.
Grandparent.
 - 11.8.3.1.3.5 Grandchild.
 - 11.8.3.1.3.6 Sibling.
 - 11.8.3.1.4 Time away from work due to exposure of the officer to contagious disease when attendance at work would jeopardize the health of others.
 - 11.8.3.1.5 Time away from work due to an officer's place of business being closed by order of a public official or for any health-related reason, or when an officer's child's school or place of care has been closed for such a reason.
 - 11.8.3.1.6 Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department/Division.
 - 11.8.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary

Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental/Divisional Penalties & Prohibitions.

- 11.8.7.3 When a supervisor suspects Sick Leave abuse, they will notice the officer of such suspicions. The officer will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.
- 11.8.7.4 If the supervisor continues to suspect abuse of Sick Leave, the officer may be subject to the progressive disciplinary process under Article 19, Discipline.
- 11.8.7.5 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 officer for the use of Sick Leave.

11.9 UNION LEAVE

11.9.1 See Article 25, Union Activities.

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

11.10.1 General Provisions

- 11.10.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 11.10.1.2 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 11.10.1.3 If an officer incurs a work-related injury or illness the officer must notify their supervisor immediately. Within seven (7) days of the work-related incident, the officer must complete the C-1 Notice of Injury or Occupational Disease form.
- 11.10.1.4 Officers are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.

- 11.10.1.5 The officer's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.
- 11.10.1.6 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, officers may contact the Workers' Compensation Administrator directly.
- 11.10.1.7 The Employer will abide by Federal and State law regarding work-related injury and illness.

11.10.2 Compensable Work-Related Injury or Illness Leave

- 11.10.2.1 An officer 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.
- 11.10.2.2 An officer who chooses to take paid leave during a period in which they receive TTD compensation will receive full paid leave pay in addition to any TTD payments, unless the officer is receiving assault benefit compensation equal to full pay.

11.10.3 Return-to-Work

- 11.10.3.1 The Employer will follow the provisions of State law and Department/Division policy related to a Return-to-Work Program. The Department/Division will attempt to find opportunities, if available, for modified duty that can be offered to officers participating in the Return-to-Work Program.
- 11.10.3.2 Officers suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

11.11 PERSONAL LEAVE – PAID

- 11.11.1 Full time officers shall be credited with the hours equal to their regularly scheduled work shift for two (2) Personal Leave days each calendar year regardless of hire date.
- 11.11.2 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.
- 11.11.3 If an officer transfers from a position covered under this Agreement into another position covered under this Agreement, any credited and unused Personal Leave Days shall transfer with the officer.

- 11.11.4 An officer who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.
- 11.11.5 Personal Leave will expire on December 31 each calendar year. Personal Leave may not be carried over from one calendar year to the next and has no cash value upon separation from State service.

PART II – UNPAID LEAVE

11.12 BENEFITS RELATING TO DOMESTIC VIOLENCE

- 11.12.1 An officer, 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 officer 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.
- 11.12.2 An officer may use the time away from work related to domestic violence to:
 - 11.12.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
 - 11.12.2.2 Obtain counseling or assistance; and/or,
 - 11.12.2.3 Participate in any related court proceedings; and/or,
 - 11.12.2.4 Establish a safety plan.
- 11.12.3 A Department/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 officer who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless an accommodation would pose an undue hardship on the Department/Division.

11.13 BEREAVEMENT LEAVE

- 11.13.1 Officers 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, and for a relative.
- 11.13.2 Officers may use Sick Leave during their time away from work for bereavement.
- 11.13.3 In the event an officer needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department/Division.

11.14 FURLOUGH LEAVE

11.14.1 In the event the Nevada State Legislature requires that Furlough Leave be taken, all officers covered by this Agreement shall be subject to such requirements.

11.15 LEAVE WITHOUT PAY (LWOP)

11.15.1 LWOP is approved temporary time away from work in a nonpaid status requested by an officer. LWOP does not cover a suspension from duty, Furlough Leave, or any absence for which an officer has not been approved or any nonpaid status during hours or days for which an officer would be compensated on an Overtime basis.

11.16 LEAVE OF ABSENCE WITHOUT PAY

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

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

11.17 FAMILY & MEDICAL LEAVE

11.17.1 Consistent with the Federal Family & Medical Leave Act of 1993 (FMLA) and any amendments thereto, and the Nevada State Family Leave Act (NFLA), an officer who has worked for the Employer for at least twelve (12) months and has been in full paid status, excluding paid leave, for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of time away from work under the FMLA in a twelve (12) month period for one or more of the following reasons:

11.17.1.1 Time away from work for the birth of and to care for a newborn child, or placement for adoption or foster care of a child, and to care for that child.

11.17.1.2 Time away from work due to an officer's own serious health condition that requires their absence from work.

11.17.1.3 Time away from work to care for a spouse, child, stepchild, adopted, or foster child, parent, or registered domestic partner, who suffers from a serious health condition that requires on-site care or supervision by the officer.

11.17.1.4 Time away from work for a qualifying exigency when the officer's spouse, child, stepchild, adopted, or foster child of any age, or parent is on active duty or called to active-duty status of the Armed Forces, Reserves, or National Guard for

deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings.

- 11.17.2 Eligible officers may take up to twenty-six (26) workweeks of time away from work in a single twelve (12) month period to care for a covered service member or veteran who is suffering from a serious injury or illness incurred while deployed on active duty, provided that covered service member or veteran is the officer's spouse, child, stepchild, adopted or foster child of any age, parent, or next of kin.
- 11.17.3 During a single twelve (12) month period where an officer takes time away from work to care for a family member in the military, the officer may only take a combined total of twenty-six (26) weeks of time away from work for being a military caregiver and time away from work for any other FMLA qualifying reasons.
- 11.17.4 The single twelve (12) month period to care for a covered service member or veteran begins on the first day the officer must be absent from work for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA covered time off.
- 11.17.5 Entitlement to time away from work for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the adopted or foster child.
- 11.17.6 The FMLA entitlement period will be a rolling twelve (12) month period measured from the date an officer begins their FMLA covered absence. Each time an officer takes time away from work during the twelve (12) month period for their FMLA approved reason, the time will be subtracted from the available allotment of twelve (12) workweeks.
- 11.17.7 The Employer will continue the officer's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of time away from work covered by the FMLA. The officer will be required to pay their share of health insurance, life insurance, and disability insurance premiums.
- 11.17.8 The Employer has the authority to designate absences that meet the criteria as FMLA covered time away from work.
- 11.17.9 Officers may use paid leave while away from work for an FMLA qualifying event. The use of any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any officer using paid leave for an FMLA qualifying event must follow the notice and certification requirements relating to that

form of paid leave as stated in this Article. The Employer may require certification from the officer's, family member's, or the covered service member's health care provider for the purpose of qualifying for time away from work under the FMLA.

- 11.17.10 The Employer will use forms designated by the United States Department of Labor (US DOL) in the administration of the FMLA.
- 11.17.11 Time away from work for an officer's or a family member's serious health condition, serious injury, or illness covered under the FMLA may be taken intermittently when certified as medically necessary.
- 11.17.12 Officers must make reasonable efforts to schedule time away from work for planned medical treatment so as not to unduly disrupt the Employer's operations. Absence due to qualifying exigencies may also be taken on an intermittent basis.
- 11.17.13 Upon returning to work after the officer's own serious health condition, the officer will be required to provide a fitness for duty (FFD) certificate from their treating health care provider.
- 11.17.14 The officer will provide the Employer with not less than thirty (30) days' notice before any absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty (30) days in advance, then the officer will provide such notice as is reasonable and practicable.
- 11.17.15 Definitions used in this Section will be in accordance with the FMLA. The parties recognize that the US DOL is working on further amendments to the FMLA. The Employer and the officers will comply with existing and any adopted federal FMLA regulations and/or interpretations.

11.18 MILITARY LEAVE - UNPAID

- 11.18.1 Officers who have taken leave under this Article, Part A, Section 7 Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.
- 11.18.2 An officer returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

Article 12. Workplace Environment

- 12.1 The Employer and the Union agree that all officers should work in an environment that fosters mutual respect and professionalism. The parties agree that the workplace environment can have a significant impact on officer productivity, well-being, and furthers the Employer's business operations and needs. Inappropriate behavior in the workplace does not serve the Employer, the Union, or the officer. All officers are responsible for contributing to a positive workplace environment.

12.2 APPEARANCE

- 12.2.1 Officers are expected to dress neatly and present a clean appearance. Where a Department/Division has grooming standards or a dress code, officers must comply and maintain these standards.

12.3 SECONDARY EMPLOYMENT

- 12.3.1 An officer has the right to engage in any activity, enterprise, or secondary employment unless the work directly conflicts with or impacts their duties with the Employer. The nature of any conflict or impact will be determined by the Department/Division through Department/Division policies, procedures, and Penalties & Prohibitions once the officer has submitted a completed Secondary Employment Disclosure form for review, in accordance with the State Administrative Manual (SAM). Secondary employment shall not be considered any paid or unpaid position with the officer's Union, bargaining unit, or any subsidiary thereof.
- 12.3.2 A copy of all policies, procedures, and Departmental/Divisional Penalties & Prohibitions will be made available to officers on request. The SAM is available for all officers on the Governor's Office of Finance website.

Article 13. Performance Evaluation

- 13.1 The Employer will evaluate officer work performance according to established work standards. Officers will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include but are not limited to job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising is a part of the officer's job duties, their supervision of the work of others.
- 13.2 The performance evaluation process will include performance goals and expectations that reflect the officer's and the Employer's objectives.
- 13.3 Annual performance evaluations will generally be conducted to coincide with an officer's pay progression date.
- 13.4 Officers serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment.
- 13.5 Officers 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.
- 13.6 Officers will receive copies of each performance report and copies will be placed in the Supervisor File and the officer's Departmental/Divisional and the Employer's Central Personnel Files.

13.7 COACHING & COUNSELING

- 13.7.1 To address performance issues that may arise in a timely manner, discussions between the officer and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the officer 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.
- 13.7.2 Coaching & Counseling gives supervisors an opportunity to discuss performance issues, expectations, and performance goals with their officers in a non-punitive setting; however, Coaching & Counseling documentation may be used to establish a record that an officer has been made aware of their responsibility with regard to a particular set of circumstances.
- 13.7.3 Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, expectations, and goals and to provide support to officers so that skills and abilities can be aligned with work standards.
- 13.7.4 Coaching & Counseling sessions will be documented in the Supervisor File.

13.8 LETTERS OF INSTRUCTION

- 13.8.1 Letters of Instruction are used as a tool designed to serve as a way for the Employer to provide an officer with information and instruction or training to correct behavior or performance deficits.
- 13.8.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an officer has been made aware of their responsibility with regard to a particular set of circumstances.
- 13.8.3 Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the officer’s activities.
- 13.8.4 A copy of any Letter of Instruction will be provided to the officer and will be filed in the Supervisor File and the officer’s Departmental/Divisional Personnel File.

13.9 PERFORMANCE IMPROVEMENT PLAN (PIP)

- 13.9.1 If an officer is having documented performance issues, a meeting may be held between the Department/Division, the officer, and if the officer desires, a Union Representative. The function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the officer meet identified work performance standards.
- 13.9.2 A copy of the executed, signed, and/or acknowledged PIP will be provided to the officer and will be filed in the Supervisor File and the officer’s Departmental/Divisional Personnel File.

13.10 PERFORMANCE EVALUATION REVIEW

- 13.10.1 In the event an officer disagrees with an annual performance evaluation, the officer may request a review. Such a request must be

made in writing, must identify specific points of disagreement, and must be submitted to their supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the officer's Department/Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the officer. A permanent officer who disagrees with the Reviewing Officer's decision may file a grievance under Article 20, Grievance Procedure.

13.10.2 Completed performance evaluations will be filed in the officer's Departmental/Divisional Personnel File and the Employer's Central Records Personnel File.

13.10.3 In all cases in which written documentation is created regarding an officer, the officer shall have those rights afforded to them under NRS 289.

Article 14. Training & Professional Development

14.1 GENERAL PROVISIONS

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

14.2 MANDATORY TRAINING

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

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

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

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

14.2.5 Attendance at Employer-required training will be considered time worked in accordance with Article 10, Compensation.

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

14.3 SPECIALIZED MANDATORY TRAINING

- 14.3.1 Based upon an officer's job classification, they may also be required to complete specialized mandatory training courses provided by the Employer and the Department/Division.
- 14.3.2 Specialized mandatory training pursuant to the Employer's, Department's, Division's, or Nevada POST requirements includes but is not limited to safety-related training; equipment operation training; firearms training; qualifications and maintenance; and, Internet security awareness training.
- 14.3.3 Prior to performing safety-related functions, officers will be required to attend training on the proper performance of those functions in accordance with Article 9, Safety & Health.
- 14.3.4 Training and officer development opportunities outside of mandatory training courses may be provided within available resources.
- 14.3.5 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an officer to disciplinary action up to and including dismissal.

14.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 14.4.1 The DHRM Office of Officer Development (OED) provides Statewide training, professional development, and consultation services to officers and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.
- 14.4.2 Officers can find a complete course listing by visiting the OED website.
- 14.4.3 For interested and qualified officers, the OED offers courses designed to prepare officers to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.
- 14.4.4 The Risk Management Division provides Statewide training and consultation services to officers and State Departments and Divisions regarding safety and loss prevention.
- 14.4.5 Officers can find a complete safety and loss prevention course listing by visiting the Risk Management website.

14.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

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

or disapproved based on relevance to their job classification, work assignments, and available resources.

14.5.3 Attendance at continuing education courses are considered work time in accordance with Article 10, Compensation. Departments/Divisions will work with an officer where possible to allow for a flexible schedule for attendance at approved continuing education courses.

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

14.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

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

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

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

14.7 PROFESSIONAL ASSOCIATION DUES

14.7.1 Professional association dues for individual State officers are not an allowable expense under SAM.

14.8 TRAINING RECORDS

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

14.9 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

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

- 14.9.2 The Union will present the training to current Union Representatives within each bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement.
- 14.9.3 The training will be considered time worked for those Union Representatives who attend the training during their scheduled work shift. Union Representatives who attend the training during their non-work hours will not be compensated.
- 14.9.4 Scheduling of CBA training will not interfere with an officer's regular duties and the parties will take this into account when agreeing on the date, time, number, and the names of the Union Representatives and Union Staff Representatives attending each CBA training.

14.10 TUITION REIMBURSEMENT

- 14.10.1 The Employer and the Departments/Divisions may approve full or partial tuition reimbursement, consistent with the Employer's and Department/Division policy and within available resources. The officer must submit an application for approval for tuition reimbursement to the Employer through the Department/Division prior to the start of the educational course.
- 14.10.2 Department/Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses.
- 14.10.3 Absent an agreement to the contrary, when an officer moves to another Department/Division prior to completion of an approved course, the approved Department/Division will retain the obligation for reimbursement if the course is satisfactorily completed.

Article 15. Alcohol, Drug, & Tobacco-Free Workplace

- 15.1 The Employer has a zero-tolerance policy for officers 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.
- 15.2 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with Federal and State law.

15.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 15.3.1 The Employer offers an EAP to all officers.
- 15.3.2 An officer who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.

15.4 TOBACCO-FREE WORKPLACE

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

- 15.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.
- 15.4.3 Officers who wish to receive resources on smoking and tobacco cessation should visit www.nevadatobaccoquitline.com.

Article 16. Remote Work

- 16.1 The Employer and the Union agree that officers are expected to report to their officially assigned work or duty stations ready to work each scheduled workday. The parties agree that an officer's assigned duty station may be changed to remote from their usually assigned duty station. The parties agree that some job classifications are not conducive to working away from an assigned work or duty station and therefore will not be eligible for remote work or telework.
- 16.2 If a Department/Division has a remote work or telework policy and an officer wishes to work remotely, they must request approval from the Employer through their Department/Division and complete any required remote or telework paperwork. Officers permitted to work remotely are subject to the policies and procedures of the Employer, the Department, and/or the Division.
- 16.3 If an officer is permitted to work remotely, they will be working their specified remote work schedule at a mutually agreed upon alternate worksite that is away from their official duty station pursuant to their Employer's, Department's, or Division's policies and procedures.
- 16.4 The parties also understand that circumstances arise that may change the working conditions and working locations for some officers. In the interest of continuing operations for the Employer, Department, and/or Division, working remotely may be available as an alternative to reporting to an officer's official duty station.
- 16.5 Permission to work remotely can be rescinded at any time at the discretion of the Employer, through the Department/Division.
- 16.6 This Article is not subject to Article 20, Grievance Procedure.

Article 17. Reasonable Accommodation

- 17.1 The Employer and the Union will comply with all relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 17.2 The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications. These acts provide a clear and comprehensive national mandate for the elimination of discrimination.
- 17.3 Under the ADA, employment decisions must be based on an officer's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to

a job or work environment that permits a qualified officer with a disability to perform the essential functions of a job or enjoy the benefits and privileges of employment equal to those enjoyed without disabilities, without creating an undue hardship on the Employer.

- 17.4 An officer who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental/Divisional Human Resources Office or their Departmental/Divisional ADA Coordinator.
- 17.5 The Departmental/Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the officer as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.
- 17.6 An officer requesting accommodation must cooperate with their Departmental/Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental/Divisional Human Resources Office or ADA Coordinator may request that the officer obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the officer may qualify.
- 17.7 All medical information disclosed to the Employer will be kept confidential.
- 17.8 In the event the Departmental/Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department/Division, as well as Employer-wide, the officer may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article 23, Separation from Service.

Article 18. Legal Representation

- 18.1 If an officer is in the course and scope of their employment and is performing their prescribed and authorized work duties, the Employer shall:
- 18.1.1 If a civil action is served upon any such officer, pursuant to NRS 41.0339, the Employer shall provide for the defense, including the defense of crossclaims and counterclaims, of any present or former officer in any civil action brought against that person based on any alleged act or omission relating to the person's public duties or employment if:
- 18.1.1.1 Within fifteen (15) days after service of a copy of the summons and complaint or other legal document

commencing the action, the officer submits a written request for defense:

18.1.1.1.1 To the Attorney General; or,

18.1.1.1.2 To the head of the officer's Department/Division and the Attorney General; and,

18.1.1.2 The Attorney General has determined that the act or omission on which the action is based appears to be within the course and scope of public duty or employment and appears to have been performed or omitted in good faith.

18.2 If the Attorney General determines that it is impracticable, uneconomical, or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or Deputy Attorney General, special counsel will be employed.

18.3 Pursuant to NRS 41.03455, at any time after a written request for defense is submitted to the Attorney General, the officer requesting the defense may employ their own counsel to defend the action. At that time, the State is excused from any further duty to represent the officer and is not liable for any expenses in defending the action, including court costs and attorney's fees.

18.4 Pursuant to NRS 41.0346, the Attorney General may seek to withdraw as the attorney of record for an officer if new facts, mistake of fact, or misrepresentation of fact is discovered that would have altered the decision to tender defense; if any fact is discovered that the officer's conduct was not within the course and scope of their duties or was wanton and malicious; if the officer fails to cooperate in good faith with the defense of the case.

18.5 An officer in this circumstance may be in a regular pay status or on a paid or unpaid leave status, as applicable, during any meetings, interviews, depositions, court hearings, or other duties affiliated with the defense process as it applies to this Article.

18.6 Pursuant to NAC 284.589, an officer may request Administrative Leave to attend meetings, interviews, depositions, court hearings, or for other duties necessary to the defense of a civil action in which they are a named defendant or witness. Administrative Leave will be granted if the officer requests the leave for a period of time that is reasonably needed for the meetings, interviews, depositions, court hearings, or other duty and if the officer requests the leave at least two (2) weeks before the leave is needed, unless such notice is impracticable.

Article 19. Discipline

19.1 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 officer without just cause. Discipline is supported by just cause when it is not for any arbitrary, capricious, or illegal reason, and which is

one based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

- 19.2 The Appointing Authority, or designee, will evaluate or investigate each incident that is subject to discipline on a case-by-case basis pursuant to this Agreement and Employer, Department/Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies. At the conclusion of an evaluation or investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the officer's conduct in accordance with a progressive disciplinary model.

19.3 PEACE OFFICERS BILL OF RIGHTS

- 19.3.1 The Employer and the Union agree that NRS Chapter 289, known as the Peace Officer Bill of Rights, applies to the investigation and administration of disciplinary action relating to peace officers employed by the State of Nevada.
- 19.3.2 The Employer and the Union agree that this Agreement covers officers in Bargaining Unit H and are job classifications defined as "Category II Peace Officers".

19.4 PROGRESSIVE DISCIPLINE

- 19.4.1 The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit officers and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the officer's conduct or performance deficits continue.
- 19.4.2 Disciplinary action may be issued for, but is not limited to, the following:
- 19.4.2.1 Any act of commission and/or omission that constitutes misconduct.
 - 19.4.2.2 Any activity that is incompatible with an officer's conditions of employment codified by statute, regulation, standard, or Employer policy.
 - 19.4.2.3 Any violation of Federal or State law, Department/Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.
 - 19.4.2.4 Failure of an officer to abide by the standards of ethical conduct that is identified in State law or Department/Division policy.
- 19.4.3 Progressive disciplinary action includes the following, in order of severity:
- 19.4.4 *Documented Oral Warnings*
- 19.4.4.1 When instruction and training have not resulted in the change in behavior or performance that is desired, an Oral

Warning is typically the first level in the progressive disciplinary process.

19.4.4.2 An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the officer was notified. A copy of the Oral Warning will be filed in the Supervisor File if one is maintained.

19.4.4.3 This level of discipline may be skipped when the seriousness of the officer's behavior and/or performance warrants a higher level of discipline on a first offense.

19.4.4.4 Oral Warnings are not subject to grievance under Article 20, Grievance Procedure; however, an officer may provide written comment to the Oral Warning and may request a review meeting with their supervisor or manager.

19.4.5 Written Reprimand

19.4.5.1 Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.

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

19.4.5.3 A copy of the executed, signed, and/or acknowledged Written Reprimand will be provided to the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

19.4.5.4 An officer shall not be disciplined for refusing to sign a Written Reprimand. The supervisor will simply note "officer refused to sign". Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.

19.4.5.5 An officer may grieve the receipt of a Written Reprimand by filing a grievance under Article 20, Grievance Procedure, within fifteen (15) working days of receipt of the Written Reprimand; however, such a grievance must end at Step 3 as defined within the Grievance Procedure.

19.4.6 Suspension from Duty Without Pay

19.4.6.1 When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline.

19.4.6.2 The Employer shall not suspend an officer without pay during or pursuant to an investigation conducted by the

Employer until all investigations relating to the matter have concluded.

- 19.4.6.3 A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.
- 19.4.6.4 A suspension from duty without pay will not exceed thirty (30) calendar days.
- 19.4.6.5 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided for the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 19.4.6.6 Suspension from duty without pay may either be grieved under Article 20, Grievance Procedure within fifteen (15) working days from the effective date of the suspension from duty without pay or appealed to the Nevada State Personnel Commission for review by a Hearing Officer, within ten (10) working days in accordance with NRS 284.390.
- 19.4.6.7 Once an officer has properly filed a grievance under either Article 20, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.
- 19.4.6.8 A grievance of a suspension from duty without pay will begin at Step 4 under Article 20, Grievance Procedure.

19.4.7 Demotion

- 19.4.7.1 Demotion occurs after other forms of discipline have not produced the appropriate change in behavior and when the officer's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline.
- 19.4.7.2 A demotion will be issued using the HR-41 Specificity of Charges form.
- 19.4.7.3 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided for the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 19.4.7.4 Demotion may either be grieved under Article 20, Grievance Procedure, within fifteen (15) working days from the effective date of the demotion or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390.

19.4.7.5 Once an officer has properly filed a grievance under either Article 20, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

19.4.7.6 A grievance of a demotion will begin at Step 4 under Article 20, Grievance Procedure.

19.4.8 Dismissal from Service

19.4.8.1 Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the officer's behavior is particularly egregious.

19.4.8.2 A dismissal from State service will be issued using the HR-41 Specificity of Charges form.

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

19.4.8.4 Dismissal from service may either be grieved under Article 20, Grievance Procedure, within fifteen (15) working days from the effective date of the dismissal or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390.

19.4.8.5 Once an officer has properly filed a grievance under either Article 20, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

19.4.8.6 A grievance of a dismissal from service will begin at Step 4 under Article 20, Grievance Procedure.

19.5 INVESTIGATIONS

19.5.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into officer conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial.

19.5.2 An officer who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Officer Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the officer. The notice must be provided before the officer is questioned regarding the allegations.

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

- 19.5.3.1 A description of the nature of the investigation;
 - 19.5.3.2 A summary of alleged misconduct of the officer;
 - 19.5.3.3 The date, time, and place of the interview or hearing;
 - 19.5.3.4 The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;
 - 19.5.3.5 The name of any other person who will be present at any interview or hearing; and,
 - 19.5.3.6 A statement setting forth the provisions of subsection 1 of NRS 289.080.
- 19.5.4 The officer must be afforded the right to have a lawyer or any other representative of the officer's choosing present at any time that the officer is questioned regarding the allegations, including without limitation, a lawyer, a representative of any labor union, or another peace officer.
- 19.5.5 An internal administrative investigation that could lead to disciplinary action against an officer and any determination made as a result of such an investigation must be completed and the officer notified by way of an HR-41 within ninety (90) calendar days after the officer is provided notice of the allegations.
- 19.5.6 If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days after the officer is provided notice of the allegations pursuant to HR-32, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator upon a showing of good cause for the delay and that the extension is needed to complete the investigation, make a determination, and notify the officer of any possible discipline. No further extensions may be granted unless approved by the Governor. The decision to grant or deny an extension of time is not subject to separate grievance or review.
- 19.5.7 If the Appointing Authority does not make a determination about discipline within ninety (90) days after the officer is provided notice of the allegations, or within any extended time period approved pursuant to this Article and Nevada law, the Appointing Authority shall not take disciplinary action against the officer pursuant to NRS 284.385 upon which the allegations are based.
- 19.5.8 At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the officer committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, shall consider progressive discipline and the seriousness of the offense.

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

19.6 PRE-DISCIPLINARY REVIEW

- 19.6.1 If, following an investigation, an Appointing Authority intends to recommend that the officer who was the subject of the investigation be suspended, demoted, or dismissed, the Appointing Authority must notify the officer of such fact and give the officer and/or any representative of the officer a reasonable opportunity to inspect any evidence in the possession of the Employer and submit a response.
- 19.6.2 The Appointing Authority must consider any such response before making a recommendation to impose a suspension, demotion, or dismissal against the officer. If the Appointing Authority recommends a suspension, demotion, or dismissal be imposed against the officer and the officer appeals the recommendation to impose a suspension, demotion, or dismissal, the officer and/or any representative of the officer may review and copy the entire file concerning the internal investigation, including, without limitation, any evidence, recordings, notes, transcripts of interviews, and documents contained in the file.
- 19.6.3 If, following an investigation, an Appointing Authority, or designee, proposes that a permanent officer be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary Review before the proposed action must be followed:
- 19.6.3.1 A Pre-Disciplinary Review must be scheduled on the officer's behalf unless waived in writing by the officer as outlined below. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered or deemed received. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the officer. If the Appointing Authority, or designee, and the officer agree, the date of the Pre-Disciplinary Review may be changed. The officer must be afforded the right to have a lawyer or any other representative of the officer's choosing present at any time of the Pre-Disciplinary Review, including without limitation, a lawyer, a representative of any labor union, or another peace officer.
- 19.6.3.2 The officer may waive the right to a Pre-Disciplinary Review before the proposed action in writing. If the officer makes such a waiver, they may not be dismissed, suspended,

or demoted before the proposed effective date set forth in the HR-41. The waiver does not waive the officer's right to file a grievance or appeal after the action is taken.

- 19.6.3.3 The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.
- 19.6.3.4 The officer may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal.
- 19.6.3.5 This process is an informal proceeding between the Appointing Authority, or designee, and the officer and their representative(s), who meet together to discuss the proposed disciplinary action. The officer will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 19.6.3.6 The officer may respond both orally and in writing to the Pre-Disciplinary Review.
- 19.6.3.7 The officer must be:
 - 19.6.3.7.1 Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and,
 - 19.6.3.7.2 Notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect. If the Appointing Authority cannot provide such a decision on or before the proposed effective date, the proposed effective date will be extended to allow for the Appointing Authority to complete the decision-making process and the officer will be notified of the final effective date.

19.7 CONFIDENTIALITY

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

19.8 COMPLETE ACTION

- 19.8.1 The Employer and the Union agree that once discipline and/or an investigation is administered and satisfied, an officer shall not be

subjected to any further investigation, or subject to discrimination or retaliation related to the underlying event.

19.8.2 Expired disciplinary action, pursuant to Article 7—Officer Records Management, 7.9/Section 9, shall not be considered for suitability for transfer or promotional opportunities.

19.9 OFF-DUTY CONDUCT

19.9.1 The off-duty conduct of an officer covered under this Agreement may be grounds for disciplinary action pursuant to their Employer, Department/Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.

19.9.2 If an officer covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency as the subject of an investigation or receives a citation for traffic violations while driving a State-owned vehicle, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

Article 20. Grievance Procedure

20.1 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 officers 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 problem resolution.

20.2 “Grievance” means an act, omission, or occurrence which a permanent classified officer feels constitutes an injustice relating to any condition arising out of the relationship between the Employer and the officer, including, but not limited to, compensation, officer’s working hours, officer’s working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the officer’s employment, imposition of discipline, or other adverse personnel actions.

20.3 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:

20.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 2, Unlawful Discrimination.

20.3.2 A change in classification or the allocation of positions (NRS 284.165).

20.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245).

20.3.4 A denial of Catastrophic Leave (NRS 284.3629).

20.3.5 Reprisal or retaliatory action against a State officer or officer who discloses improper governmental action (NRS 281.641).

20.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.

20.5 Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) officer's working 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, a grievance shall be filed in writing within fifteen (15) officer's working days after the effective date of the discipline at the step set forth in Article 19, Discipline.

20.6 FILING & PROCESSING A GRIEVANCE

20.6.1 Procedure

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

20.6.1.2 An officer in the bargaining unit who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or suspension through the grievance procedure provided in this Article, or the procedure prescribed by NRS 284.390.

20.6.1.3 An officer who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through the grievance procedure provided in this Article, or the procedure prescribed by NRS 288.115.

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

20.6.2 Contents of Grievance & Recipients of Grievance

20.6.2.1 The written grievance must be filed via the Employer's electronic grievance reporting system, unless that system is not available in which case the officer may file in written format or email to the officer's immediate supervisor, with a copy to the DHRM LRU. The grievance must include the following information:

20.6.2.1.1 The name of the grievant;

20.6.2.1.2 The grievant's job classification, Department, Division, and Section;

20.6.2.1.3 The grievant's contact information;

- 20.6.2.1.4 The date, time, and place of the incident leading to the grievance and a statement setting forth with particularity the pertinent facts surrounding the nature of the grievance;
- 20.6.2.1.5 The name(s) of any witness(es) to the alleged incident;
- 20.6.2.1.6 The specific Article, Section, and Subsection of the Agreement alleged to have been violated; and/or, the specific NAC, NRS, or policy alleged to have been violated;
- 20.6.2.1.7 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
- 20.6.2.1.8 The specific remedy sought by the grievant; and,
- 20.6.2.1.9 The name and contact information for the grievant's representative(s), if any.
- 20.6.2.2 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed in writing with the officer's immediate supervisor at Step 1.
- 20.6.2.3 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4.
- 20.6.3 *Modifications to a Grievance*
 - 20.6.3.1 No new allegations may be raised or added to the grievance after the initial written grievance is filed, except by written mutual agreement of the grievant and the Employer.
- 20.6.4 *Consolidation of Grievances*
 - 20.6.4.1 The Employer and the grievant may agree to consolidate grievances arising out of the same set of facts.
- 20.6.5 *When Resolution of a Grievance Becomes Binding*
 - 20.6.5.1 The resolution of a grievance or complaint is binding when there is an agreement between the grievant and the Appointing Authority, or designee, of the employing Department/Division.
 - 20.6.5.2 The Appointing Authority, or designee, of the employing Department/Division shall submit each proposed resolution of a grievance or complaint which has a fiscal effect to the Budget Division for a determination of whether the resolution is feasible on the basis of its fiscal effects. The resolution is binding only if it is so found.

20.7 INFORMAL RESOLUTION OF A GRIEVANCE

20.7.1 General Provisions

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

20.7.2 *Informal Mediation*

- 20.7.2.1 Any time during the grievance process Steps 1 through 3, by mutual written agreement between the grievant and the Employer, the parties may request an informal mediation session through the DHRM Officer to resolve a grievance. During informal mediation, the timelines for grievances are suspended.
- 20.7.2.2 If informal mediation does not result in a resolution, an officer may return to the grievance process laid out in this Article and the timelines resume.

20.8 WITHDRAWAL OF A GRIEVANCE

- 20.8.1 A grievance may be withdrawn by the officer at any time. If a grievance is resolved or withdrawn, it may not be re-filed unless it was filed prior to its effective date. Such grievance must be filed within the timelines specified in this Article.

20.9 STEPS IN THE GRIEVANCE PROCEDURE

- 20.9.1 The Employer and the union agree that any retaliatory or discriminatory actions by the employer as a result of the grievance will not be tolerated and that each party will endeavor to resolve the grievance at the lowest level possible.
- 20.9.2 Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant and the Employer.
- 20.9.3 *Step 1 - Immediate Supervisor*
 - 20.9.3.1 Step 1 of the grievance process is the attempt by the grievant and their representative(s), if any, and the grievant's immediate supervisor to resolve the dispute.
 - 20.9.3.2 If the grievance involves or is against the officer's immediate supervisor, the officer may choose to elect another similarly situated supervisor to adjudicate the grievance at Step 1; or they may choose to file the grievance at Step 2.
 - 20.9.3.3 The supervisor will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) officer's working days following the receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.
- 20.9.4 *Step 2 - Division Administrator, Deputy Administrator, or Designee*

- 20.9.4.1 If the grievance is not resolved at Step 1, the grievant or their representative(s), if any, may present the written grievance to their Division Administrator, Deputy Administrator, or designee in writing via the Employer's electronic grievance reporting system.
- 20.9.4.2 The Division Administrator, Deputy Administrator, or designee will attempt to meet or confer by telephone with the grievant and their representative(s), if any, and will issue a response in writing within fifteen (15) officer's working days following receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.
- 20.9.4.3 If the grievant wishes to escalate the grievance to the next step, they must do so within fifteen (15) officer's working days of the receipt of the Step 2 response.
- 20.9.5 *Step 3 - Department/Division Head, or Designee*
 - 20.9.5.1 If the grievance is not resolved at Step 2, the grievant or their representative(s), if any, may present the written grievance to the Department/Division head, or designee in writing via the Employer's electronic grievance reporting system.
 - 20.9.5.2 The Department/Division head, or designee, will attempt to meet or confer by telephone with the grievant and their representative(s), if any, and will issue a response in writing within fifteen (15) officer's working days following receipt of the grievance unless the Employer and the grievant mutually agree in writing to an extension of that time.
 - 20.9.5.3 If the grievant wishes to escalate the grievance to the next step, they must do so within fifteen (15) officer's working days of the receipt of the Step 3 response.
- 20.9.6 *Step 4 – Labor Relations Unit*
 - 20.9.6.1 If the grievance is not resolved at Step 3, the grievant or their representative(s), if any, may escalate the grievance to the Labor Relations Unit (LRU) in writing via the Employer electronic grievance reporting system within fifteen (15) officer's working days of receipt of the Step 3 decision. The LRU will attempt to meet in person or video conference with the grievant and their representative(s), if any by telephone. The purpose of this meeting will be to determine whether any resolution may be reached prior to Step 5 of this process.
 - 20.9.6.2 The LRU or grievant may request formal mediation with the parties and LRU will facilitate scheduling the Federal

Mediation & Conciliation Service (FMCS) and the grievant. The formal mediation session shall be scheduled as soon as practicable considering the schedules of the Mediator and the parties.

20.9.6.3 The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the formal mediation session. Any agreements reached during mediation to resolve the grievance will be memorialized in writing and include any necessary timelines. In the event a Department/Division does not comply with the mediated agreement, the grievant may submit an inquiry to the LRU. If, after the LRU has answered the inquiry, the Department/Division continues to fail to comply with the terms of the mediated agreement, the grievant may file a grievance, which shall be filed at Step 5 of this process.

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

20.9.7 *Step 5 - Arbitration*

20.9.7.1 If the grievance is not resolved at Step 4, the grievant or their representative(s), if any, may escalate the grievance to Step 5 in writing via the Employer's electronic grievance reporting system within thirty (30) officer's working days. Escalation to Step 5 will constitute a demand to arbitrate the dispute with the American Arbitration Association (AAA) or the FMCS. The LRU will facilitate obtaining a list of arbitrator names within thirty (30) officer's working days of the receipt of the demand to arbitrate. The LRU will facilitate the scheduling of any arbitration proceedings between the grievant and their representative(s), if any, and the Employer

20.9.7.2 Officers who have chosen non-Union representation under this Article may file a demand for arbitration, but such officer bears the responsibility to share the arbitration costs with the Employer. The LRU will facilitate the scheduling of any arbitration proceedings between the grievant and the Employer.

20.10 ARBITRATION PROCEDURE

20.10.1 *Selecting an Arbitrator*

20.10.1.1 The parties will select an Arbitrator by mutual agreement or by alternately striking names supplied by the AAA or FMCS and will follow the Labor Arbitration Rules of the AAA or the FMCS unless they agree otherwise in writing.

20.10.2 *Authority of the Arbitrator*

20.10.2.1 The jurisdiction and authority of the Arbitrator, as well as the final opinion and award shall be confined exclusively to the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the officer's employment, including the imposition of discipline, or other adverse personnel actions. 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.

20.10.2.2 The Arbitrator shall have no authority to establish or alter in any way wage rate or wage structure or to consider any term or condition of employment not expressly set forth within this Agreement.

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

20.10.2.4 If the subject grievance involves the review of a suspension, demotion, or dismissal from State service, the Arbitrator must determine the reasonableness of the Department's/Division's decision by conducting a three-step review process as described below.

20.10.2.4.1 First, the Arbitrator will review de novo whether the officer in fact committed the alleged violation(s). In so doing, the Arbitrator will determine whether substantial evidence of just cause exists to support the Department's/Division's decision.

20.10.2.4.2 Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a Department's/Division's conclusions.

20.10.2.4.3 Second, the Arbitrator will then determine whether the violation(s) is a serious violation

of law or regulations such that the severe measure of dismissal is available as a first-time disciplinary action. If the Department's/Division's published regulations or Prohibitions & Penalties prescribe dismissal as an appropriate level of discipline for a first-time offense, then that violation is serious as a matter of law. The Arbitrator must give deference to the Employer's assessment of what constitutes a serious violation of its own policies.

20.10.2.4.4 Third, the Arbitrator will apply a deferential standard of review to the Department's/Division's determination that demotion, suspension, or dismissal will serve the good of the public service. The inquiry is not what the Arbitrator believes to be the good of the public service, but whether it was reasonable for the Department/Division to consider that the good of the public service would be served by demotion, suspension, or dismissal.

20.10.3 *Witnesses*

- 20.10.3.1 When an officer is subpoenaed as a witness on behalf of the grievant and/or the Employer in an arbitration case, they may appear without the loss of pay if they appear during their work time.
- 20.10.3.2 Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses and the cost of obtaining the names of arbitrators from the AAA or the FMCS. The parties shall bear their own costs and expenses for attorneys or other representatives, court reports, and other related arbitration expenses.
- 20.10.3.3 The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the standard set forth in the Uniform Arbitration Act.
- 20.10.3.4 Decisions of the Arbitrator shall be enforced within forty-five (45) days of receipt by both parties unless the decision requires legislative approval or funding. If the decision requires legislative approval or funding, the Employer agrees to enforce the decision as quickly as can be reasonably affected and will provide updates to the Union in writing every thirty (30) days.

20.10.3.5 If the Employer fails to implement an arbitration award that does not require legislative approval or funding to enforce within 180 days of receipt of the decision, the Union reserves the right to file for relief through the Officer Management Relations Board (EMRB), pursuant to NAC 288.200, and/or a court of competent jurisdiction.

20.10.4 Attendance at Meetings

20.10.4.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings scheduled in accordance with this Article.

20.10.4.2 An officer will be allowed reasonable time, as determined by the Employer, to travel to and from the meetings referenced above. Time spent traveling during the officer's non-work hours to attend meetings referenced above will not be considered work time.

20.10.4.3 An officer may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from meetings, mediation sessions, or arbitration regarding the grievance.

20.10.4.4 When feasible, an officer must provide at least two (2) officer's working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting.

20.10.4.5 When feasible, two (2) weeks' notice is required prior to a mediation session or arbitration. If the required notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. Notification must include the approximate amount of time the officer expects the meeting or hearing to take. As determined by the supervisor, any Department/Division business requiring the officer's immediate attention must be completed prior to attending the meeting, mediation, or arbitration. An officer cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized, in writing, to do so by the Department/Division.

20.11 SUCCESSOR CLAUSE

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

20.12 TIMELINES

20.12.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing. As used herein, “days” refers to officer’s working days. When calculating a time period stated in days, exclude the day of the event that triggers the period; then, count every officer’s working day, excluding intermediate Saturdays, Sundays, and legal holidays; and, include the last day of the period. If the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is a Saturday, Sunday, or legal holiday.

20.13 FAILURE TO MEET TIMELINES

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

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

20.14 GRIEVANCE FILES

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

Article 21. Union/Management Dispute Resolution

21.1 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.

21.2 THE EXECUTIVE DEPARTMENT

21.2.1 The State of Nevada, also referred to as the “Employer,” has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with Bargaining Unit H 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 288. As Bargaining Unit H spans multiple State Departments/Divisions, no single State Department/Division has the authority absent the involvement and approval of the LRU.

21.3 THE UNION

21.3.1 Bargaining Unit H 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 H under NRS 288.

21.4 DISPUTE RESOLUTION

- 21.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to the LRU at laborrelations@admin.nv.gov or to the NPOA at info@nsleoa.org, respectively.
- 21.4.2 The parties shall not maneuver around the statutory exclusive representative channels to engage or gain any advantage on matters concerning collective bargaining under NRS 288.
- 21.4.3 The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments/Divisions to foster and support Union/Management relations or to discuss issues that arise. However, communications with a single Department/Division are not formal collective bargaining communications and do not give rise to complaints filed under NRS 288.

21.5 UNION GRIEVANCE

- 21.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. 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 this Agreement prior to filing formal complaints with a judicial body, such as the EMRB or a Court.
- 21.5.2 In the event the Union has a dispute with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. Such grievance should also be copied to the Department/Division within which the Union has identified their grievance, if any.

21.6 UNION GRIEVANCE PROCESS

- 21.6.1 Upon receipt of a Union Grievance, the LRU will meet and confer with the Union regarding the grievance. Pursuant to discussion during any meeting or conference, the LRU will respond in writing to the Union within fifteen (15) calendar days of that meeting or conference, unless a different time period is mutually agreed upon.
- 21.6.2 Should the Union Grievance not be resolved, the Union or the LRU may request formal mediation session(s) with the Federal Mediation & Conciliation Service (FMCS) within thirty (30) calendar days of the date of issuance of the response from the LRU.
 - 21.6.2.1 The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the mediation.
 - 21.6.2.2 Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the

mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

- 21.6.3 Should the Union Grievance not be resolved with formal mediation, the Union may submit a demand for arbitration with the American Arbitration Association (AAA) or the FMCS within thirty (30) calendar days of the decision or the formal mediation session, with a copy to the LRU.
- 21.6.4 Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of names of arbitrators, the parties will select an arbitrator by alternately striking names until one name remains. The party striking first shall be determined by lot.
- 21.6.5 The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or the FMCS Rules of Arbitration, unless otherwise agreed in writing.
- 21.6.6 No later than fourteen (14) calendar days after the demand to arbitrate has been filed, the parties agree to make their respective requests for relevant documents and witnesses and to provide a response to the requests within thirty (30) calendar days from the date of receipt.
- 21.6.7 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of this entire hearing and decision- making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.
- 21.6.8 When an officer is subpoenaed as a witness on behalf of the Union or the Employer 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.
- 21.6.9 The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.
- 21.6.10 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.
- 21.6.11 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

21.7 SUCCESSOR CLAUSE

21.7.1 Union Grievance(s) filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

21.8 COLLECTIVE BARGAINING NEGOTIATIONS

21.8.1 The parties agree to conduct formal negotiations including any potential need for mediation or impasse in accordance with NRS 288.

Article 22. Layoff & Reemployment

22.1 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 4, Management Rights.

22.2 LAYOFF

22.2.1 If it is determined that a layoff of officers may occur because of positions being abolished, lack of work, lack of funds, or other material changes in duties or organization, all such layoffs will be carried out in strict compliance with applicable laws and regulations.

22.2.2 Prior to implementation of any layoff, the Employer shall fully consider any written proposals from the Union and the DHRM LRU agrees to meet with the Union upon the Union's request, absent an emergency or other circumstance that render such meetings impracticable, to discuss alternatives to any layoff. Such alternatives may include but are not limited to readjustment of personnel through transfer to other positions, reduction in workweek, leave of absence, voluntary layoff, job sharing, and/or other methods of staffing which may minimize mandatory layoffs.

22.2.3 The Department/Division head, or designee, will determine in what geographical area and job classifications layoffs will occur.

22.2.4 Once a layoff list is determined, the Department/Division head, or designee, will notice the DHRM.

22.2.4.1 If the Employer, through its Department/Division head, or designee, is required to reduce the number of its officers, it shall purchase credit for service with PERS for any member who:

22.2.4.2 Is eligible to purchase PERS service credit; and,

22.2.4.3 Is eligible to retire or will be made eligible to retire by the purchase of service credit; and, Agrees to retire upon completion of the purchase of service credit; and,

22.2.4.4 Has been employed by the Department/Division for five (5) or more years.

22.2.5 If the Employer, through its Department/Division is required to purchase service credit, it will pay five percent (5%) of the cost of purchasing the service credit and an additional five percent (5%) of the

cost for each year the officer has been employed by the Department/Division in excess of the minimum requirement of five (5) years above.

22.3 ORDER OF LAYOFFS

22.3.1 All officers who are non-permanent officers must be separated from service before any permanent officers. Officers will be separated in the following order:

- 22.3.1.1 Emergency officers.
- 22.3.1.2 Temporary officers.
- 22.3.1.3 Provisional officers.
- 22.3.1.4 Probationary officers.

22.3.2 If additional reductions are necessary after all non-permanent officers have been laid off, permanent officers will be laid off, transferred, or take a voluntarily demotion in descending order of seniority in the geographical area and job classifications identified for lay off.

22.4 NOTICE OF LAYOFFS

22.4.1 All affected officers will receive notice at least thirty (30) calendar days prior to the effective date of a layoff.

22.4.2 The Department/Division head, or designee, must send a copy of the layoff notice, the list of affected officers, and the most recent Department/Division seniority calculations to the DHRM.

22.4.3 If there are options for officers to transfer or voluntarily demote into another position, the Department/Division head, or designee, must clearly state such to the officers and identify the positions and locations where an officer has a right to displace another officer.

22.4.4 An officer must make their choice in writing to transfer, voluntarily demote, or be laid off within four (4) working days after they have been notified of their layoff choices.

22.4.5 *Transfer*

22.4.5.1 A permanent officer given notice of layoff may choose to transfer to a position within their Department/Division that is held by the least senior officer in the same class and option.

22.4.5.2 A permanent officer who chooses to transfer to a position in the same class and option within the same Department/Division will not be subject to a background check.

22.4.6 *Voluntary Demotion*

22.4.6.1 A permanent officer given notice of layoff may choose to take a voluntary demotion to a vacant position within their Department/Division.

22.4.6.2 A permanent officer given notice of layoff may choose to take a voluntary demotion to a position which would

displace or “bump” an officer with less seniority within the Department/Division and geographical location to a lower classification within the current class series and option.

22.4.7 *Layoff*

22.4.7.1 A permanent officer given notice of layoff may choose to be laid off. If the officer chooses to be laid off, they can request that their name be placed on the reemployment list for the job classification they held at the time of layoff.

22.5 SENIORITY DURING LAYOFFS

22.5.1 For the purposes of layoff, seniority is calculated by the officer’s total number of years in continuous full-time equivalent State service up to the effective date of the layoff.

22.5.2 The following are deducted from an officer’s seniority calculations:

22.5.2.1 Any combination of LWOP and Catastrophic Leave in excess of two hundred forty (240) hours in the period preceding the date of the notice of layoff equal to twelve (12) months of full-time equivalent service.

22.5.2.2 Any time covered by a report on performance which rated the officer below standard, excluding evaluations received within seventy-five (75) calendar days before the notice of layoff.

22.5.2.3 An officer whose base hours are more than eighty (80) hours biweekly must be allotted additional LWOP and Catastrophic Leave in proportion to the base hours for the job class designation.

22.5.3 Layoff seniority is not reduced based on:

22.5.3.1 A leave of absence without pay during a fiscal emergency of the State or a Department/Division.

22.5.3.2 A leave of absence without pay for a work-related injury or illness; and/or, A military leave of absence.

22.6 SENIORITY LISTS DURING LAYOFFS

22.6.1 Whenever it is determined that a layoff of officers will occur, the State agrees to supply seniority lists to the Union for the job(s) being affected.

22.6.2 In the case of seniority ties, ties are determined in the following order:

22.6.2.1 Time in occupational groups; then,

22.6.2.2 Time in the Department/Division of layoff; then,

22.6.2.3 By drawing lots.

22.6.3 Names of permanent officers who have received layoff notice will be placed on the Statewide reemployment list for the class and option of the position involved in the layoff, in order of seniority.

22.6.4 Names of permanent officers who have received layoff notice will also be placed on the Statewide reemployment list for other classes for

which they qualify at or below the grade of the class held at the time of layoff, in order of seniority.

- 22.6.5 The officer will provide an employment application and a list of classes and options the officer is seeking for reemployment to the DHRM within thirty (30) calendar days after the layoff date. The Department/Division will provide the seniority calculations to the DHRM.
- 22.6.6 Names of permanent officers who have received layoff notices will be integrated with names of officers who are eligible for reemployment.
- 22.6.7 Part-time officers are not entitled to be reemployed in full-time positions, and full-time officers are not entitled to be reemployed in part-time positions.
- 22.6.8 Seniority must be projected and counted up to the layoff date or transfer date if the officer is required to transfer to a different geographical location but declines the transfer and requests to be put on the layoff list. Seniority determines ranking on all reemployment lists and will not be recalculated unless the officer is affected by a subsequent layoff.

22.7 BUMPING DURING LAYOFFS

- 22.7.1 Full-time, part-time, and seasonal officers must be treated separately and can only displace like officers.
- 22.7.2 An officer may choose to displace or to “bump” another officer only if the bumping officer meets the minimum qualifications for the class, option, and position. For the purposes of layoff, qualifications for a position may be different from those of the class and option only when selective certification is required.
- 22.7.3 An officer electing to exercise bumping rights must have more seniority than the officer being displaced. A current officer who elects to displace another officer has priority over former officers already on reemployment lists.
- 22.7.4 The officer will assume the salary grade of the officer’s classification that is being bumped at the step closest to the officer exercising the bumping rights’ existing salary grade and step at the time of layoff.
- 22.7.5 In no event will the bumping officer receive more salary as a result of the bump.
- 22.7.6 If the current rate of pay falls within the lower salary grade, no reduction in pay may occur unless money is not available as certified by the Chief of the Budget Division.
- 22.7.7 An officer who is bumped will have the right to exercise bumping rights in accordance with the provisions of this paragraph. The decision to bump must be submitted in writing within three (3) working days of notice that the officer will be bumped.

22.8 ACCRUALS AT LAYOFF

22.8.1 At the time of layoff, the officer's Annual Leave and Compensatory Time balances will be paid off in accordance with the provisions set out in this Agreement and NRS 284 for officers separating from the State. Additionally, approved tuition reimbursement for officers enrolled at the time of layoff will be paid at the time of layoff.

22.8.2 An officer on layoff accrues no additional Annual Leave or Sick Leave.

22.9 REEMPLOYMENT

22.9.1 Former permanent officers on a reemployment list or lists retain reemployment eligibility for two (2) years after the date of layoff.

22.9.2 Reemployment rights are exhausted when a former permanent officer accepts or declines an offer of employment in the class or a comparable class with the same grade in the Department/Division and geographical location of the layoff. Any exception to this provision must be approved by the DHRM.

22.9.3 When a former permanent officer accepts a position at a grade lower than that held at the time of layoff, their name will be removed from all reemployment lists that are equal to or below the grade accepted.

22.9.4 A former permanent officer who has been laid off and is being reemployed in the Department/Division, class, and option from which they were laid off must have their permanent status restored.

22.9.5 A former permanent officer who is reemployed in a different class or in a different Department/Division must serve a new Probationary Period. If the officer does not complete the Probationary Period, their name must be restored to the appropriate reemployment list for any remaining part of the year following the layoff date.

22.9.6 No new officer will be hired in the classification and geographic location where the layoff occurred until all officers on layoff status in that classification desiring to return to work have been offered the position.

22.9.7 A former permanent officer is responsible for providing the Employer with any contact information changed while waiting for reemployment.

22.9.8 Response from a Recalled Officer for Reemployment

22.9.8.1 A former permanent officer who is offered a position from which they were laid off in the Department/Division and geographic location must respond within seven (7) business days after the date of the offer letter, or three (3) business days after electronic mail, voicemail is left, or an offer is hand delivered or verbally extended. Any verbal offer will be followed up in writing. In the event the former permanent officer fails to respond within these timeframes, they will be considered to have abandoned their recall rights.

22.9.8.2 If the Department/Division is unsuccessful in contacting a former permanent officer for reemployment three (3)

documented times, that former permanent officer's name will be removed from the reemployment list.

22.9.8.3 If the former permanent officer is contacted for a similar position outside of the Department/Division from which they were laid off or for a position at a lower grade and fails to respond within these timeframes or otherwise declines the position, they retain layoff rights but will be marked as declining the position.

22.9.9 *Reporting Date When Reemployed*

22.9.9.1 If a former permanent officer recalled to their former job classification within the Department/Division from which they were laid off was subject to a background check, polygraph, psychological examination, and/or medical examination upon initial appointment, they will be subject to a modified background that will exclude a pre-law enforcement personal history questionnaire, a polygraph examination, and a psychological examination, unless good cause is shown which would require such examination. Departments/Divisions have the right to review any pre-employment documentation for an officer who is being considered for reemployment under this Section.

22.9.9.2 The reemployed officer must report for reemployment on the date mutually agreed upon by the returning officer and the Employer or be considered to have abandoned their recall rights.

22.9.9.3 An officer who is reemployed after being laid off is entitled to the restoration of the accrued and unused Sick Leave remaining in their account at the time of layoff for which they did not receive payment.

22.9.9.4 An officer who is reemployed after being laid off is entitled to buy back the balance of the Annual Leave for which they received payment in a lump sum on the date of layoff. The rate of pay at which the officer is rehired applies to the buying back of Annual Leave.

22.9.9.5 An officer who is reemployed after being laid off accrues Annual Leave at a rate based on their total continuous State service.

22.9.10 *Rate of Pay When Reemployed*

22.9.10.1 If a former permanent officer is reemployed after layoff, they must be placed at the step which most closely corresponds to the base rate of pay they held at the time of layoff or separation. An exception may be made if money is not available as certified by the Chief of the Budget Division. If an exception is made because the Department/Division does not have sufficient money available, the officer retains the rights of reemployment.

22.9.11 *Seniority Date When Reemployed*

22.9.11.1 If a former permanent officer is reemployed within two (2) years of layoff, there will be no change to their continuous State service date.

Article 23. Separation from Service

23.1 RESIGNATION

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

23.2 DISABILITY SEPARATION

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

23.3 REINSTATEMENT FROM DISABILITY SEPARATION

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

23.4 DISABILITY RETIREMENT

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

- 23.4.2 Officers 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.

Article 24. Union/Management Communication Committees

24.1 GENERAL PROVISIONS

- 24.1.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner. The Employer and the Union recognize that although the Employer is ultimately responsible for the constructive and cooperative relationships on behalf of its various Departments/Divisions within this particular collective bargaining unit, Departmental/Divisional committees will better serve officers.
- 24.1.2 Department/Division level Statewide Union/Management Communication Committees will be established to discuss and exchange Department/Division-specific information of a group nature and general interest to both parties.
- 24.1.3 For Committees established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.
- 24.1.4 Officers invited to participate in these meetings may do so with approval from their Department/Division and their attendance will not count toward the Union's allotted Union leave as outlined in this Agreement.

24.2 COMMITTEES

- 24.2.1 The following Committees will be established:
- 24.2.1.1 Employer Union/Management Communications Committee
 - 24.2.1.2 Department-wide/Division-wide Union/Management Communications Committee
 - 24.2.1.3 Joint Safety Committee

24.3 SCOPE OF AUTHORITY

24.3.1 All Committee meetings established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings. The Committees' activities and discussions will not be subject to grievance under Article 20, Grievance Procedure.

Article 25. Union Activities

25.1 OFFICER RIGHTS

25.1.1 Officers have the right to become a member of the Union.

25.1.2 Officers have the right to Union representation on matters adversely affecting their conditions of employment. It is the officer'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.

25.1.3 Except as otherwise specified in this Agreement, the right to Union representation will not apply to discussions with an officer in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an officer.

25.1.4 Officers have the right not to participate in Union activities or to be a member of the Union. Neither the Employer nor the Union may discriminate in any way against non-Union-member officers relative to their choice of non-participation or membership; however, if the officer is in a job classification covered under the exclusive representation of the Union, they will still be subject to the provisions of this Agreement as it applies to their job classification.

25.2 UNION RIGHTS

25.2.1 The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of Rights, and any amendments thereto.

25.3 UNION STAFF REPRESENTATIVES

25.3.1 Union Staff Representatives are individuals employed by the Union, not the Employer. An example of a Union Staff Representative is the Executive Director of the Union.

25.3.2 The Union will provide the DHRM Labor Relations Unit (LRU) with a written list of Union Staff Representatives, their geographic jurisdictions, and the appropriate contact information.

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

- 25.3.4 The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff Representatives within thirty (30) calendar days of the changes.
- 25.3.5 The Employer reserves the right to restrict or rescind the access of a recognized Union Staff Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as a representative of the Union and a guest on the Employer's premises.
- 25.3.6 *Access for Union Staff Representatives*
 - 25.3.6.1 Union Staff Representatives may have access to the Employer's offices or facilities in accordance with Department/Division policy to carry out representational activities.
 - 25.3.6.2 The Union Staff Representatives will request approval to be on-site prior to their arrival and will not interrupt the normal operations of the Department/Division. The Department/Division and the Union must mutually agree upon dates and times a Union Staff Representative may have access to the Department's/Division's premises.
 - 25.3.6.3 The Employer reserves the right to restrict access to Department/Division premises if the Union's request for access is unreasonable or interferes with business or operations or is in conflict with Department/Division policy.
 - 25.3.6.4 In accordance with this Article, Union Staff Representatives and bargaining unit officers may also meet in non-work areas during the officer's meal breaks, rest periods, and before and after their shifts.

25.4 UNION REPRESENTATIVES

- 25.4.1 A Union Representative is an officer of the Employer who has been selected by the Union membership to officially represent and defend the interests of fellow bargaining unit covered officers.
- 25.4.2 The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible, if applicable. The Union will maintain the list.
- 25.4.3 A Union Representative may represent any officer who works in the same Department/Division, in the same office, facility, or geographic jurisdiction as the Union Representative and is in the bargaining unit. The Employer will not recognize an officer as a Union Representative if their name does not appear on the list.

- 25.4.4 In the event an officer requests Union representation and the Union Representative is not on the list, the Union must expressly classify the officer as a Union Representative by providing notice via telephone and/or email and/or text message to the Department/Division and the DHRM LRU in advance of the meeting, hearing, or interview.
- 25.4.5 The Union is responsible for updating any list of Union Representatives as soon as practicable. For the purposes of this Section, non-Union representative(s) pursuant to NRS 289 are excluded from this notice.
- 25.4.6 Union Representatives must request and receive approval prior to being released for representational duties.
- 25.4.7 Representational duties will be coded to Union Leave for the Union Representative's time.

25.5 USE OF STATE FACILITIES, RESOURCES, & EQUIPMENT

- 25.5.1 *Meeting Space & Facilities*
 - 25.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings for Union business, subject to the Department's/Division's policy, availability of the space, and with prior written authorization of the Employer.
- 25.5.2 *Supplies & Equipment*
 - 25.5.2.1 The Union and officers 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 the 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/Division business.
- 25.5.3 *Email, Fax Machines, Telephones, the Internet, & Intranets*
 - 25.5.3.1 Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.**
 - 25.5.3.2 The Union and officers covered by this Agreement will not use State-owned or operated email, fax machines, telephones, the Internet, or Intranets to communicate with one another regarding Union business, except as specifically provided for in this Agreement.
 - 25.5.3.3 The Employer and the Union agree that Union officers or designees may use State-owned equipment, including use of email, fax machines, telephones, the internet & intranets, for the purposes of communicating and/or research for a response to an inquiry from a Union member, the Employer, its Departments/Divisions, and/or LRU for labor-related matters.

- 25.5.3.4 If the Union officer or designee determines that a response to an inquiry or the research necessary for that response will take more than thirty (30) minutes to complete, they will request the use of Union Leave to complete their research and/or response. Such requests will not be unreasonably denied. The Union officer or designee will still have the ability to use State-owned equipment for the purposes of this research.
- 25.5.3.5 Officers may use State-operated email to request Union representation. Union Representatives may use State-owned/operated equipment to communicate with the affected officers and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 20, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:
 - 25.5.3.5.1 Result in little or no cost to the Employer.
 - 25.5.3.5.2 Be brief in duration and frequency.
 - 25.5.3.5.3 Not interfere with the performance of their official duties.
 - 25.5.3.5.4 Not distract from the conduct of State business.
 - 25.5.3.5.5 Not disrupt other State officers and will not obligate other officers to make personal use of State resources.
 - 25.5.3.5.6 Not compromise the security or integrity of State information or software.
 - 25.5.3.5.7 Not include general communication and/or solicitation with officers.
- 25.5.3.6 The Union and its representatives will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Executive Ethics Board.

25.5.4 *Bulletin Boards*

- 25.5.4.1 The Employer will maintain bulletin board(s), or space on existing bulletin boards currently provided to the Union, for Union communication. In facilities where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places, including on web- based forums if available.

25.5.4.2 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. In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.

25.5.4.3 Union communications will not be posted in any other location in the Department/Division.

25.5.5 *Distribution of Material*

25.5.5.1 An officer may have access to their work site for the purpose of distributing information to other bargaining unit officers, provided:

25.5.5.1.1 The officer is off duty.

25.5.5.1.2 The distribution does not disrupt the Employer's operation.

25.5.5.1.3 The distribution will normally occur as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be used.

25.5.5.1.4 The officer must notice the Employer in advance of their intent to distribute information.

25.5.5.2 Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

25.6 TIME AWAY FROM WORK FOR UNION ACTIVITIES – UNION LEAVE

25.6.1 The total maximum number of hours allotted for Union Leave is one thousand (1,000) per fiscal year. No remaining balance of Union Leave hours shall roll over from fiscal year to fiscal year.

25.6.2 The Union President or designee will determine the use of the Union Leave. The Union agrees not to exceed six (6) individual requests for Union Leave at one time and, under normal circumstances, not more than two (2) individuals can be from the same shift of the Department/Division unless authorized by the head of the Department/Division.

25.6.3 Approved Union Leave taken during normal working hours will be considered time worked including for the purposes of computing overtime.

- 25.6.4 The Employer and Union agree that requests for Union Leave shall be treated the same as requests for annual leave and sick leave, and requests for Union Leave shall be submitted in the same manner as request for Annual or Sick Leave. Officers designated by the Union to be Union Representatives, Union Committee members, and Union Collective Bargaining Team members, or designees may be allowed to use Union Leave to conduct Union Business as determined by the Union. Requests for Union Leave shall not be unreasonably denied.
- 25.6.5 The Union will provide the Department/Division and DHRM LRU, with a written list of the names of the officers it is requesting attend any of the above listed activities as soon as practicable, but no later than fifteen (15) working days prior to the activity absent unforeseen circumstances.
- 25.6.6 An officer approved to use Union Leave and who qualifies under NAC 284.210(3) will still be entitled to receive shift differential during the approved Union Leave.
- 25.6.7 In the event the Union depletes the allotted hours in a fiscal year, they may request approval for additional hours, in writing through the DHRM LRU. Additional hours may be approved or disapproved at the Employer's discretion.
- 25.6.8 *Union Leave*
- 25.6.8.1 Union Leave is paid leave that may be used when a Union Representative is performing Union-related duties.
- 25.6.8.2 The Department/Division may grant the use of Union Leave for Union Representatives. Requests for Union Leave must be submitted in writing and as far in advance as possible to the Department/Division. Union Leave will be considered for approval the same as annual or sick leave.
- 25.6.8.3 In the event immediate representation is requested due to a representational need or a critical incident, such as an Officer-Involved Shooting, the Union Representative must notify their Department/Division and receive approval to respond. Requests to respond for representation shall not be unreasonably denied.
- 25.6.8.4 If a Union Representative responds to a critical incident while on duty, they may utilize their assigned State-owned vehicle during the time of their response; however, they may not respond in emergency mode. Union Representatives that respond to a critical incident must identify themselves on scene as a Union Representative and that they are not responding to the scene on behalf of a State Department/Division for investigative purposes.

- 25.6.8.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.
- 25.6.8.6 The Employer may approve leave for the purpose of negotiating a successor Collective Bargaining Agreement (CBA). In the event the Union needs a further allotment of Union Leave hours for the purpose of negotiations, they will request additional hours from the Employer through the DHRM LRU during the course of negotiations.
- 25.6.8.7 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fifteen (15) working days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.
- 25.6.8.8 Union Collective Bargaining Team members are responsible for obtaining approval from their Department/Division to use and to code their time appropriately when using Union Leave for collective bargaining.
- 25.6.8.9 No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

25.7 CONFIDENTIALITY DURING NEGOTIATIONS

- 25.7.1 Bargaining sessions will be closed to the press and the public.
- 25.7.2 No proposals will be placed on the parties’ websites or distributed to individuals not on the formal negotiations’ teams.
- 25.7.3 The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place as long as that communication in no way undermines the negotiation process or divulges confidential information relative to the negotiation sessions.
- 25.7.4 The parties shall not maneuver around the formal negotiations teams to gain any advantage in the negotiations process.
- 25.7.5 There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

Article 26. Mandatory Subjects of Bargaining

26.1 GENERAL PROVISIONS

- 26.1.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining as described in NRS 288.

- 26.1.2 The Employer, through the DHRM LRU, will notify the Union of the change(s) in writing, citing this Article. The written notice will include:
- 26.1.2.1 A description of the intended change, including information relevant to the impacts of the change on bargaining unit officers, and a list of the job classifications and names of affected officers known.
 - 26.1.2.2 Where the change will occur; and,
 - 26.1.2.3 The date the Employer intends to implement the change.
- 26.1.3 Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiations over the proposed change(s). The written notice requesting bargaining must be filed with the DHRM LRU at laborrelations@admin.nv.gov. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change(s).
- 26.1.4 In the event the Union does not request negotiations within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussions or bargaining.
- 26.1.5 In the event of an emergency or mandated conditions outside of the Employer's control that may require immediate implementation of changes, the Employer will notice the Union of the changes as soon as possible.
- 26.1.6 Prior to making any change in written Department/Division policy involving a mandatory subject of bargaining, the Employer will notice the Union and satisfy its collective bargaining obligations as outlined in the above referenced process.
- 26.1.7 The parties, through the DHRM LRU, will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.
- 26.1.8 Only when the parties agree to negotiate a successor Agreement due to expiration will the entire Agreement be eligible for reopening for negotiation. Any mid-term or supplemental negotiations must be limited to specific Article(s) and must be reopened when the threshold for mandatory bargaining has been met under NRS 288. Mid-term or supplemental negotiations that result in amendments to the Agreement will be reflected in Memoranda of Understanding (MOU's) and will

become part of the Agreement, subject to approval by the Board of Examiners.

Article 27. Department/Division-Specific Bargaining

- 27.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department/Division-specific bargaining.
- 27.2 Proposals for Department/Division-specific bargaining must be both Department/Division-specific and non-compensation.
- 27.3 The Union will provide its Department/Division-specific proposals to the DHRM LRU via laborrelations@admin.nv.gov by September 1 of an even numbered year, or the first workday thereafter.
- 27.4 The Employer will provide its Department/Division-specific proposals and/or counterproposals to the Union by October 1 of an even numbered year, or the first workday thereafter.
- 27.5 Any tentative agreements reached during Department/Division-specific negotiations will be provided to the chief negotiators of the Employer and the Union by November 30, of an even numbered year for inclusion in the full CBA.
- 27.6 IMPASSE**
- 27.6.1 Should the parties fail to reach an agreement in open or supplemental negotiations by March 1 of an odd numbered year, either party may declare an impasse. The parties agree to seek mediation to resolve the impasse.
- 27.6.2 In the event the parties fail to reach an agreement in mid-term or supplemental negotiations in an even numbered year, either party may declare an impasse after six (6) formal negotiations sessions. The parties agree to seek mediation to resolve the impasse.

Article 28. Political Activity

- 28.1 Officers may engage in political activity that is not prohibited by State law. Officers may vote as they choose and express their political opinions on any or all subjects without recourse, except that no officer may:
- 28.1.1 Directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving, any assessment, subscription, or monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department/Division and who is a subordinate of the solicitor.
- 28.1.2 Engage in political activity during working hours to improve the chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay.

- 28.2 The parties agree that solicitation and receipt of voluntary payroll deductions for Union political action committee (PAC) contributions are permitted. Officers are not permitted to participate in the solicitation for and receipt of deductions for PAC contributions during work time.
- 28.3 The Federal Hatch Act prohibits certain types of political activity on the part of State officers whose principal employment is in a federally funded program.
- 28.4 No bargaining unit member will be required to participate in political activity of any fashion, or be present at any political meeting or event, either on or off duty.

Article 29. Disclosure of Improper Governmental Action

29.1 GENERAL PROVISIONS

- 29.1.1 Nevada law specifically encourages any State officer or officer to disclose improper governmental action to the extent not prohibited by law. It is the intent of the Legislature to protect an officer’s rights should they make such a disclosure. “Improper governmental action” means any action taken by a State officer or officer in the performance of the officer or officer’s official duties, whether the action is within the scope of employment, which is:
 - 29.1.1.1 In violation of any State law or regulation; or,
 - 29.1.1.2 An abuse of authority; or,
 - 29.1.1.3 Of substantial and specific danger to the public health or safety; or,
 - 29.1.1.4 A gross waste of public money.
- 29.1.2 State officers and officers are prohibited by law from using their authority or influence to prevent an officer’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.
- 29.1.3 The Employer will take any disclosure of improper governmental action very seriously. If a disclosing officer feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the officer must submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of “Whistleblower” Retaliation.

29.2 FRAUD HOTLINE

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

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

Article 30. Strikes & Lockouts

- 30.1 Neither the Union nor any officer covered by this Agreement will promote, sponsor, or engage in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, or on any other intentional interruption of the operations of the State regardless of the reason for so doing.
- 30.2 The Employer will not lock out any officers during the term of this Agreement as a result of a dispute with the Union.

Article 31. Entire Agreement

- 31.1 The Employer and Union agree this document constitutes the entire Agreement and any past practice or past agreement between the parties prior to July 1, 2023 – whether oral or written – is null and void, unless specifically preserved in this Agreement. Where the Employer and the Union mutually recognize that codification of any past practices were inadvertently omitted in this Agreement, the parties may undertake supplemental bargaining pursuant to Article 26, Mandatory Subjects of Bargaining and Article 27, Department/Division-Specific Bargaining at the request of either party.
- 31.2 The Employer and Union agree that where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.
- 31.3 The Employer and Union agree during the negotiations of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union’s collective bargaining rights with respect to matters that are mandatory subjects under the law.

Article 32. Savings Clause

- 32.1 If any court or administrative agency of competent jurisdiction finds any Article, Section, Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect and shall be binding on the parties hereto. If such a finding is made, a substitute for the unlawful or invalid Article, Section, Subsection, or portion will be negotiated at

the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

Article 33. Non-Appropriation

- 33.1 The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require legislative appropriations.
- 33.2 Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.
- 33.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 33.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

Article 34. Distribution of Agreement

- 34.1 The Employer will post the Agreement on the DHRM LRU's Internet page by the effective date of the Agreement or sixty (60) days after approval by the Board of Examiners or, if appropriate, approval by the Nevada State Legislature, whichever is later. The Department/Division will post the Agreement electronically on their Intranet after it is posted by the DHRM LRU.
- 34.2 The Employer will provide all officers with a link to the Agreement. All officers will be authorized access to the Agreement link. Each officer may print and staple or clip one (1) copy of the Agreement from the link on work time using State-purchased paper and State-owned equipment.
- 34.3 If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

Article 35. Term of Agreement

- 35.1 All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until such time as a new Agreement is approved by the Board of Examiners and, if appropriate the Nevada State Legislature.
- 35.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later than August 31 of the year prior to expiration. If notice is given, negotiations shall commence within sixty (60)

calendar days, or on or before November 1, whichever is earlier. Negotiations will be held on dates and at times mutually agreed upon by the parties. The parties may only negotiate by other timelines if mutually agreed upon.

Appendices

Appendix A

Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA)

Job Title/Option	Grade
AG Criminal Investigator I	38
AG Criminal Investigator II	41
AG Cybercrime Investigator I	41
AG Cybercrime Investigator II	43
Compliance/Enforcement Investigator I	38
Compliance/Enforcement Investigator II	40
Compliance/Enforcement Investigator III	41
Criminal Investigator I	38
Criminal Investigator II	39
Criminal Investigator III	41
Youth Parole Counselor I	36
Youth Parole Counselor II	40
Youth Parole Counselor III	41

The Employer agrees to evaluate and realign and/or retitle the Compliance/Enforcement Investigator series to more accurately reflect the duties of the Category II Peace Officers assigned to those positions. These evaluations for realignment and/or retitling shall be completed by December 31, 2023, and shall be effective July 1, 2023. The Employer agrees to pay any resulting retroactive pay to July 1, 2023.

Appendix B

Department/Division-Specific Shift Assignment Process

Attorney General's Office

The Attorney General's Office adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

Department of Business & Industry

Nevada Department of Business & Industry Policy 2.2.2, effective September 20, 2016

Department of Motor Vehicles

The Nevada Department of Motor Vehicles adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

Secretary of State's Office

The Secretary of State's Office adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

Appendix C

Department/Division-Specific Shift Bid Processes

Attorney General's Office

The Attorney General's Office does not have any Shift Bid Processes or Procedures.

Department of Business & Industry

Nevada Taxicab Authority

Division Policy 217, effective January 20, 2014

Nevada Transportation Authority

Division Policy 200, effective June 1, 2018

Department of Motor Vehicles

The Nevada Department of Motor Vehicles does not have any Shift Bid Processes or Procedures.

Secretary of State's Office

The Nevada Secretary of State's Office does not have any Shift Bid Processes or Procedures.

Appendix D

Department/Division-Specific Shift Trade Procedures

Attorney General's Office

The Attorney General's Office does not have any Shift Trade Processes or Procedures.

Department of Business & Industry

Nevada Taxicab Authority & Nevada Transportation Authority

Department of Business & Industry Policy 2.2.2, effective September 20, 2016

XII Shift Trading

NAC 284.228 Shift Trading: Agreement; responsibilities allows for an employee to enter into a written agreement to trade shifts with another employee who is employed by the same State [agency] Department or Division, once the following conditions have been met:

- a. Each employee who enters into an agreement does so solely at [his] their option as described in 29 CFR 553.31;
- b. Each employee performs work in the same class; and,
- c. Each employee obtains approval to enter into the agreement from [his or her] their Appointing Authority.

Some advantages for employees are: less use of leave for absences; provides for greater flexibility in managing time off; and pay continues without disruption.

Advantages for employers are: it may assist in reducing employee absenteeism; it may reduce necessary overtime; and it may avoid required compensation or benefit payment.

Department of Motor Vehicles

The Nevada Department of Motor Vehicles does not have any Shift Trade Processes or Procedures.

Secretary of State's Office

The Secretary of State's Office does not have any Shift Trade Processes or Procedures.

Appendix E

Salary Schedules for Officers Eligible for Membership in the NPOA


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

Execution of Agreement

Signatures

For the State of Nevada:

For the NPOA:



Mandee Bowsmith 5/11/2023
Date



Sean Gallagher 05/11/2023
Date

Joe Lombardo
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
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 9, 2023

To: Amy Stephenson, Clerk of the Board
Governor's Finance Office

From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION –
DIVISION OF HUMAN 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 (FOP), Nevada C.O., Lodge 21 for the 2023-2025 biennium for Bargaining Unit I, comprised of Category III peace officers.

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. FOP was certified the exclusive representative for the peace officers in Bargaining Unit I, and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: JS

ACTION ITEM: _____



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

MEMORANDUM

May 10, 2023

TO: Clerk of the Board of Examiners

THROUGH: Jack Robb, Director, Department of Administration

FROM: Mandee Bowsmith, Administrator, Division of Human Resource Management

SUBJECT: Consideration and Approval of the Fraternal Order of Police, Nevada Correctional Officer Lodge 21, Collective Bargaining Agreement for 23-25

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the Fraternal Order of Police (FOP), C.O., Lodge 21, began negotiations for an initial collective bargaining agreement (CBA) in April 2023.

In May 2023, the parties reached a tentative agreement, and the attached agreement was ratified by FOP, C.O., Lodge 21 membership in May 2023.

Request in Front of the Board

Pursuant to NRS 288.555¹, the Division of Human Resource Management (DHRM), Labor Relations Unit (LRU) is respectfully placing the FOP, C.O., Lodge 21 CBA for the contract term of July 1, 2023,

¹ **NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.**

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
 - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
 - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
 - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

through June 30, 2025, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2023.

Notable Items in the CBA

The following items are notable items in this CBA:

- Effective July 1, 2023, the salary schedules for Bargaining Unit I will be increased by eight percent (8%).
- Effective July 1, 2024, the salary schedules for Bargaining Unit I will be increased by four percent (4%).
- For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023.
- For the contract term of July 1, 2023, through June 30, 2025, newly hired employees into the Correctional Officer series or the Forensic Specialist series covered under this Agreement will be eligible for a Recruitment Bonus of seven thousand five hundred dollars (\$7,500.00), to be distributed over the course of the first year of full-time employment.
- For the contract term of July 1, 2023, through June 30, 2025, a Correctional Officer Trainee, upon satisfactory completion of an Academy and field training, and with the approval of the Appointing Authority, will auto-progress to a Correctional Officer grade and job title and receive a step increase at six (6) months. After such auto-progression, the employee will also receive a step increase at six (6) months of satisfactory service as a Correctional Officer. Thereafter, the employee will receive step increases pursuant to NAC 284.194-196.
- Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year.
- Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out.
- Holiday Pay is equivalent to an employee's regularly scheduled work hours even though they do not work.
- Holiday Premium Pay is equivalent to an employee's regular hourly rate of pay for regular hours worked during the twenty-four (24) hour period that is the designated holiday and one and one-half times (1½) their regular hourly rate of pay for the hours worked during the twenty-four (24) hour period that is the designated holiday.
- Addition of the Juneteenth holiday to the designated and observed holiday listing.
- Voluntary Standby List, the number of which will be appropriately determined by each institution based on the size of the institution and the operational need, and to be used to staff needed overtime assignments in order to lessen the number of officers required to work a mandatory overtime shift.
- Muster Pay – Employees covered by this Agreement will receive forty-five (45) minutes of overtime each day work in accordance with the Walden v. NDOC settlement agreement.
- Warden Exempt Posts – Fifteen percent (15%) of posts at an institution can be declared exempt from shift bidding at the Warden's discretion.
- Seniority is defined as the status attained by employees based on their length of service within a Department/Division, when initially hired as a Correctional Officer or Forensic Specialist, regardless of classification or rank.
- Bilingual Pay is equivalent to five percent (5%) of the employee's regular hourly rate of pay.

- Shift Differential Pay – 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.
- Uniform & Equipment Allowance – Employees covered under this Agreement will receive a Uniform & Equipment Allowance of two thousand twenty dollars (\$2,020.00) per fiscal year, to be distributed in two (2) equal payments, once in September and once in March.
- Involuntary relocation stipend of five thousand dollars (\$5,000.00) and the ability to receive up to five (5) days of paid Administrative Leave to accomplish the relocation.
- Personal Leave -Two (2) Personal Leave days per calendar year to four (4) Personal Leave days per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value.
- Grievances – Step 4 is Arbitration; however, the parties must engage in a resolution conference prior to any arbitration proceedings to try to reach a solution to the grievance.
- Union Leave – Effective July 1, the Union will have an aggregate pool of five thousand (5,000) hours of Union Leave to draw from during Legislative session years and four thousand (4,000) hours of Union Leave on non-legislative years. 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 \$47,044,463 for the biennium, assuming upper limit values where actual utilization cannot be determined, and pending policy determinations about actual utilization.

Thank you for your consideration.

Attachments: FOP, C.O., Lodge 21 - Collective Bargaining Agreement
FOP, C.O., Lodge 21 - Ratification Certification
FOP, C.O., Lodge 21 - 23-25 CBA Fiscal Impact Statement

2023-25 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Unit I - Category III Peace Officers
 with **Fraternal Order of Police (FOP), Correctional Officers Lodge 21**

In Governor's Recommended budget:	
FY 2024 FTE	1881
FY 2025 FTE	1881

Estimated Fiscal Impact:	
FY 2024	FY 2025

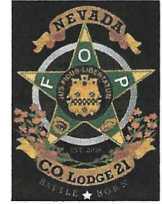
Key changes in this agreement:

	FY 2024	FY 2025	Included in Governor Recommended Budget
<ul style="list-style-type: none"> Effective July 1, 2023, the salary schedules for Bargaining Unit I will be increased by eight percent (8%) 	\$ -	\$ -	-
<ul style="list-style-type: none"> Effective July 1, 2024, the salary schedules for Bargaining Unit I will be increased by four percent (4%) 	\$ -	\$ -	-
<ul style="list-style-type: none"> For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023 	\$ -	\$ -	-
<ul style="list-style-type: none"> *For the contract term of July 1, 2023, through June 30, 2025, newly hired employees into the Correctional Officer series or the Forensic Specialist series covered under this Agreement will be eligible for a Recruitment Bonus of seven thousand five hundred dollars (\$7,500.00), to be distributed over the course of the first year of full-time employment 	\$ 5,175,000	\$ -	-
<ul style="list-style-type: none"> For the contract term of July 1, 2023, through June 30, 2025, a Correctional Officer Trainee, upon satisfactory completion of an Academy and field training, and with the approval of the Appointing Authority, will auto-progress to a Correctional Officer grade and job title and receive a step increase at six (6) months. After such auto-progression, the employee will also receive a step increase at six (6) months of satisfactory service as a Correctional Officer. Thereafter, the employee will receive step increases pursuant to NAC 284.194-196 	\$ 3,171,263	\$ 1,780,532	-
<ul style="list-style-type: none"> Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year 	\$ -	\$ -	-
<ul style="list-style-type: none"> Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out 	\$ 39,372		
<ul style="list-style-type: none"> Holiday Pay is equivalent to an employee's regularly scheduled work hours even though they do not work. 	\$ -	\$ -	-
<ul style="list-style-type: none"> Holiday Premium Pay is equivalent to an employee's regular hourly rate of pay for regular hours worked during the twenty-four (24) hour period that is the designated holiday and one and one-half times (1½) their regular hourly rate of pay for the hours worked during the twenty-four (24) hour period that is the designated holiday 	\$ 862,490	\$ 896,990	

<ul style="list-style-type: none"> • Addition of the Juneteenth holiday to the designated and observed holiday listing 	<p>Based on actual pay for included positions for Labor Day 2022, increased by the proposed COLAs and average PERS rate for unit members</p>	\$ 172,498	\$ 179,398
<ul style="list-style-type: none"> • Voluntary Standby List, the number of which will be appropriately determined by each institution based on the size of the institution and the operational need, and to be used to staff needed overtime assignments in order to lessen the number of officers required to work a mandatory overtime shift 	<p>Estimated at 5% pay for a CO at 36-05, and at Standby Pay of 5%; this represents the cost of 10 officers for 365 days/yr for the whole department and the number of officers, days, and institutions will need to be determined by the department</p>	\$ 146,570	\$ 152,433
<ul style="list-style-type: none"> • Muster Pay – Employees covered by this Agreement will receive forty-five (45) minutes of overtime each day work in accordance with the Walden v. NDOC settlement agreement 	<p>Estimated at .75 hour per shift at time-and-one-half, assuming 12 hour shifts and all positions filled, and allowing for the 8%/4% COLA contemplated in the Governor's budget</p>	\$ 13,121,901	\$ 13,646,777
<ul style="list-style-type: none"> • Warden Exempt Posts – Fifteen percent (15%) of posts at an institution can be declared exempt from shift bidding at the Warden's discretion 	<p>- no incremental pay</p>	\$ -	\$ -
<ul style="list-style-type: none"> • Seniority is defined as the status attained by employees based on their length of service within a Department/Division, when initially hired as a Correctional Officer or Forensic Specialist, regardless of classification or rank 	<p>- no incremental pay</p>	\$ -	\$ -
<ul style="list-style-type: none"> • Bilingual Pay is equivalent to five percent (5%) of the employee's regular hourly rate of pay 	<p>fiscal impact cannot reliably be estimated; there are no employees currently registered for bilingual service</p>	\$ -	\$ -
<ul style="list-style-type: none"> • Shift Differential Pay – 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 	<p>This represents a change in practice, but fiscal impact cannot be determined without extensive research and modeling due to the variability of circumstances</p>	\$ -	\$ -
<ul style="list-style-type: none"> • Uniform & Equipment Allowance – Employees covered under this Agreement will receive a Uniform & Equipment Allowance of two thousand twenty dollars (\$2,020.00) per fiscal year, to be distributed in two (2) equal payments, once in September and once in March 	<p>Estimated assuming no vacancies and all possible payments being made</p>	\$ 3,799,620	\$ 3,799,620
<ul style="list-style-type: none"> • Involuntary relocation stipend of five thousand dollars (\$5,000.00) and the ability to receive up to five (5) days of paid Administrative Leave to accomplish the relocation 	<p>Estimated based on 20 persons being relocated from current duty location</p>	\$ 100,000	\$ -
<ul style="list-style-type: none"> • Personal Leave - Two (2) Personal Leave days per calendar year to four (4) Personal Leave days per calendar year. Personal Leave credits on January 1 of each year, does not roll over from year to year if unused, and has no cash value 	<p>- no incremental pay</p>	\$ -	\$ -
<ul style="list-style-type: none"> • Grievances – Step 4 is Arbitration, however, the parties must engage in a resolution conference prior to any arbitration proceedings to try to reach a solution to the grievance 	<p>- no incremental pay</p>	\$ -	\$ -
<ul style="list-style-type: none"> • Union Leave – Effective July 1, the Union will have an aggregate pool of five thousand (5,000) hours of Union Leave to draw from during Legislative session years and four thousand (4,000) hours of Union Leave on non-legislative years. The pool of hours does not roll over from fiscal year to fiscal year 	<p>- no incremental pay</p>	\$ -	\$ -
<p>Total potential fiscal impact, omitting Incident and Hazard Pay:</p>		\$ 26,588,713	\$ 20,455,749
			\$ 47,044,463



**FRATERNAL ORDER OF POLICE
NEVADA C.O. LODGE 21
PO Box 336254
North Las Vegas, NV 89033-6254**



**Certifications of Ratification
May 10, 2023**

Labor Relations Unit, please accept this letter as our Certification of Ratification. On Sunday, May 7th, 2023, FOP Nevada C.O. Lodge 21 held a vote for the ratification of the Collective Bargaining Agreement with the exception of the additional compensation for salary above the twenty-two percent (22%) contained in the CBA. We held three (3) separate voting periods of one hour each at 6:30 a.m., 2:30 p.m., and 10 p.m. via zoom. Every member of FOP Nevada C.O. Lodge 21 was given the opportunity to cast their vote. All members were identified, as members, by our secretary and the contract was successfully ratified by vote of the members in attendance, with the above noted exception.

Respectfully,

Paul Lunkwitz

President

FOP

Nevada C.O. Lodge 21

702-528-0627

lunkwitzfop21@yahoo.com



State of Nevada

&

**Fraternal Order of Police (FOP),
Correctional Officers Lodge 21**

Collective Bargaining Agreement

July 1, 2023 – June 30, 2025

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Preamble

This Collective Bargaining Agreement (CBA) entered into July 1, 2023, 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 the collective bargaining unit(s) 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.

Article 1. Union Recognition

This Agreement covers the employees in the bargaining units 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. Non-Discrimination

Under this Agreement, neither party will discriminate against employees on the basis of: religion; age; sex; status as a breastfeeding mother; marital status; race; color; creed; national origin; political affiliation; military status; status as a veteran; sexual orientation; gender expression; gender identity; clothing or traits historically associated with national origin, gender, race, color, or religion, including, but not limited to, hair texture, hair style, or headwear; familial status; any real or perceived sensory, mental, or physical disability; genetic information; status as a victim of domestic violence, sexual assault, or stalking; because of the participation or lack of participation in Union activities or affiliation, or any other characteristic protected by applicable law. Bona fide occupational qualifications based upon the above traits do not constitute a violation of this Article.

Employees who feel they have been the subject of discrimination may file a complaint using the procedure outlined in Article 19, Unlawful Discrimination. With respect to the terms and conditions of employment, the parties shall not discriminate against any employee covered by this Agreement. Grievances filed under this Article shall specify in writing the non-merit factor(s) upon which the alleged discrimination has been based and the manner in which the alleged discrimination occurred.

The State agrees to comply with the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), the Family & Medical Leave Act (FMLA), the Equal Pay Act (EPA), and all other applicable Equal Employment Opportunity laws and regulations.

Article 3. Definitions & Resources

“ADA” is the Americans with Disabilities Act. www.ada.gov

“ADAAA” is the Americans with Disabilities Act, Amendments Act.
www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008

“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.

“Category III Peace Officer” is a peace Officer whose authority is limited to correctional services, including correctional Officers of the Department of Corrections and the Forensic Specialists employed at Department of Health and Human Services facilities. (NRS 289.480).

“Child” includes biological, adoptive, or foster 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.

“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.

“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.

“Collective Bargaining” is defined as a method of determining conditions of employment by negotiation between representatives of the Executive Department and an employee organization or labor organization, entailing a mutual obligation of the Executive Department representative and the employee organization or labor organization to meet at reasonable times

and bargain in good faith with respect to: 1) wages, hours, and other terms and conditions of employment; 2) the negotiation of an agreement; 3) the resolution of any question arising under a negotiated agreement; or, 4) the execution of a written contract incorporating any agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or require the making of a concession (NRS 288.032).

“Collective Bargaining Agreement (CBA)” This document is known as the 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>

“Compensation, Classification, & Recruitment Unit (CCRU)” – The Division of Human Resource Management unit responsible for establishing compensation, classification, and performing recruitments for State of Nevada employment.

http://hr.nv.gov/Sections/Compensation,_Classification_Recruitment/

“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 which is designated as a Department by statute; 2) the Nevada System of Higher Education; and, 3) any State board or commission which 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.

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

“Division of Human Resource Management (DHRM)” is the Division within the Department of Administration that houses the CCRU, the LRU, the SGHDIU, the EMC, Central Payroll, and Central Records. www.hr.nv.gov

“Domestic partner” means the employee’s registered domestic partner. “Domestic violence” is defined as in NRS 33.018.

“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” is a person legally holding a position in the public service.

Employee Handbook, published January 1, 2018.

“Employee-Management Relations Board (EMRB)” fosters the collective bargaining process between local governments and their employee organizations (Unions), provides support in the process, and resolves disputes between local 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.

“Enterprise Information Technology Services (EITS)” <http://it.nv.gov/>

“Essential functions of a position” means the fundamental job duties of the employment position.

“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

“Fair Labor Standards Act (FLSA)” www.dol.gov/Departments/whd/flsa

“Family & Medical Leave Act of 1993 (FMLA)” www.dol.gov/Departments/whd/fmla

“Family member” is defined to include: Child, including biological, adoptive, or foster 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, 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. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

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

“Fraud Hotline” is an established hotline where employees can report inappropriate use of State funds or Federal funds received by a State Department/Division; inappropriate vendor or contractor relations; or, diversion, manipulation, misapplication, maltreatment, or misuse of State resources. The Fraud Hotline number is (775) 687-0150.

“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.

“Full-time equivalent (FTE)” means for an Overtime-eligible employee, the number of hours authorized by the DHRM for the Overtime-eligible employee’s position.

Garrity v. New Jersey (1967)

“Genetic Information Nondiscrimination Act of 2008 (GINA)” <https://www.eeoc.gov/genetic-information-discrimination>

“Governor’s Finance Office (GFO)” www.budget.nv.gov

Governor’s Office www.gov.nv.gov

“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. Health-related reason does not include inclement weather.

“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.

“Human Resources Commission” (formerly known as the Personnel Commission) is a Commission of five (5) members and five (5) alternates appointed by the Governor that is responsible for adopting personnel regulations and for reviewing decisions of the Employer regarding contested employment issues.

http://hr.nv.gov/Boards/PersonnelCommission/Personnel_Commission/

“Immediate family” means the employee’s spouse, registered domestic partner, children – regardless of age, parents, siblings.

“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 or not the action is within the scope of employment, which is: in violation of any State law or regulation; an abuse of authority; of substantial and specific danger to the public health or safety; or, a gross waste of public money.

“Independent Medical Examination (IME)” is a medical examination that will be conducted by a licensed physician or healthcare provider that is neutral to the employee and the Employer. An IME can be requested by the Employer in Workers’ Compensation cases where permanent partial or permanent total disability is possible for an injured employee, or in cases where the Employer is trying to determine an employee’s ability to perform the essential functions of their job classification for the purposes of reasonable accommodation.

“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/Division as a final opportunity in the corrective action and progressive disciplinary process for the employee to continue employment.

“Law enforcement employee” means an employee who works in a position that meets the law enforcement criteria of Section 7(k) of the FLSA.

“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.

“Lockout” means the exclusion of employees by the Employer from their place of work until certain terms are agreed to. This practice is illegal in the state of Nevada.

“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).

“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. Minimum qualifications are an indication of what is required to be successful in a job.

“National Labor Relations Board (NLRB)” www.nlr.org “Nevada Administrative Code (NAC)” www.leg.state.nv.us/nac/

“Nevada Department of Administration (NDOA)” www.admin.nv.gov “Nevada Department of Agriculture (NDA)” www.agri.nv.gov

“Nevada Department of Business & Industry (B&I)” www.business.nv.gov

“Nevada Department of Conservation & Natural Resources (NDCNR)” www.dcnr.nv.gov

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

“Nevada Department of Education (NDOE)” www.doe.nv.gov

“Nevada Department of Employment, Training, & Rehabilitation (DETR)” www.detr.nv.gov

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

“Nevada Department of Motor Vehicles (NVDMV)” www.nvdmv.com

“Nevada Department of Public Safety (NDPS)” www.dps.nv.gov

“Nevada Department of Taxation” www.tax.nv.gov

“Nevada Department of Tourism & Cultural Affairs” www.nvculture.org

“Nevada Department of Transportation (NDOT)” www.nevadadot.com

“Nevada Department of Veterans Services (NDVS)” www.veterans.nv.gov

“Nevada Department of Wildlife (NDOW)” www.ndow.org

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

“Nevada Office of the Attorney General (NVAGO)” www.ag.nv.gov

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

“Nevada System of Higher Education (NSHE)” www.nshe.nevada.edu

“Nevada Transportation Authority (NTA)” is a division of the Nevada Department of Business & Industry. www.nta.nv.gov

“Non-classified employee” means an employee in the Office of the Governor or the Judicial or Legislative branch of State government.

“Nonstandard workweek” means a work scheduled of five (5) shifts with the same number of hours each day and a maximum of forty (40) hours per week throughout the year. The work schedule is other than Monday through Friday.

“Office of Employee Development (OED)” – The Division of Human Resource Management OED provides State-wide training, professional development, and consultation services to employees and State Departments and Divisions.

https://hr.nv.gov/Sections/Office_of_Employee_Development/

“Office of the State Treasurer” www.nevadatreasurer.gov

“Option” means a clearly identified sub-classification mentioned in a class specification for a job title.

“Overtime-eligible position” means a position that is assigned duties and responsibilities that meet the criteria for Overtime coverage under the FLSA and State law.

“Overtime-exempt position” means a position that is assigned duties and responsibilities that do not meet the criteria for Overtime coverage under the FLSA and State law.

“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 equivalent to full-time service following the appointment to their current salary grade.

“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/>

“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 Period” is the first six (6) or twelve (12) month period of an employee’s initial appointment to a position.

“Prohibitions & Penalties” or P&P’s are a Department’s/Division’s policy approved by the Human Resources Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding a permanent employee.

“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.

“Reassignment” means a noncompetitive placement of an employee as a reasonable accommodation to a position within the same salary grade or, if a position in the same salary grade is not available, to a position in a class with a lower salary grade for which the employee meets the minimum qualifications and is able to perform the essential functions.

“Reclassification” means a change in the allocation of a position by: 1) raising it to a class with a higher salary grade; or, 2) reducing it to a class with a lower salary grade; or, 3) moving it to another class at the same salary grade on the basis of significant changes in kind, difficulty, or responsibility of the work performed.

“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.

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

“Relative” is defined to include grandparents, great-grandparents, uncles, aunts, nephews, grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law, and great-granddaughter-in-law.

“Remote Work” is the same as telecommuting and means working from an alternate worksite that is away from the employee’s official worksite or duty station and is approved by the Employer.

“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/Divisions regarding safety and loss prevention, including Workers’ Compensation. <https://risk.nv.gov/>

Rules for State Personnel Administration, republished August 2020.

Secretary of State (SOS) www.nvsos.gov

“Seniority” is the status attained by employees based on their length of service within a Department/Division, when initially hired as a Correctional Officer or Forensic Specialist, regardless of initial classification or rank.

“Sexual assault” is defined as in NRS 200.366.

“Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU)” is the unit within the Division of Human Resource Management that investigates allegations of sexual harassment and discrimination.

“Shift employee” means an employee who works in a position that normally requires shift coverage for more than one (1) work shift.

Skelly v. State Personnel Board (1975)

“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 knowledge and skills simultaneously to complete a task or perform an observable behavior.

“Special Assignment Pay” is an additional pay equivalent to five percent (5%) for an employee that is regularly assigned to a special assignment.

“Spouse” means the employee’s lawful husband or wife.

“Stalking” is defined as in [NRS 200.575](#).

State Administrative Manual (SAM), revised January 14, 2020

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

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

“Straight shift” or “straight time” means the regularly established work shift of an employee during a workweek.

“Strike” means any concerted: stoppage of work, slowdown, or interruption of operations by employees of the State of Nevada or local government employees; absence from work by employees of the State of Nevada or any local government employees 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.

“Supervisor” includes: A) any individual having authority in the interest of the Employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority occupies a significant portion of the employee’s workday. If any of the following persons perform some, but not all, of the foregoing duties under a paramilitary command structure, such a person shall not be deemed a supervisory employee solely because of such duties: 1) a police Officer as defined in NRS 288.215; a firefighter, as defined in NRS 288.215; or, a person who: i) has the powers of a peace Officer; and, ii) is a local government employee who is authorized to be in a bargaining unit pursuant to the provisions of this chapter. B) Any individual or class of individuals appointed by the Employer and having authority on behalf of the Employer to: 1) hire, transfer, suspend, lay off, recall, terminate, promote, discharge, assign, reward, investigate, or discipline other employees or responsibility to direct them, to adjust their grievances or to effectively recommend such action; 2) make budgetary decisions; and, 3) be consulted on decisions relating to collective bargaining, if in connection with the foregoing, the exercise of such authority is not o a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority

shall not be deemed to place the employee in supervisory employee status unless the exercise of such authority occupies a significant portion of the employee's workday. An employee who has been given incidental administrative duties shall not be classified as a supervisory employee.

"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.

"Unclassified service" means officials, Officers, or employees of the Executive branch of State government whose positions are identified in the NRS as unclassified.

"Uniformed services" or "military" means the Armed Forces, the Army National Guard, the Armed Forces Reserves, and the Air National Guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time National Guard duty, state active duty, the Commissioned Corps of the Public Health Service, the Coast Guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

"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 FOP, Nevada C.O., Lodge 21.

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

"Union Staff Representative" is an employee of the Union.

"United States Department of Homeland Security (US DHS)" www.dhs.gov

"United States Department of Health & Human Services (US DHHS)" www.hhs.gov

"United States Department of Labor (US DOL)" www.dol.gov

Weingarten, Inc. v. National Labor Relations Board (NLRB) (1975)

“Workday” 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.

“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 normally begin at 12:00 a.m. on Monday and end at 12:00 midnight the following Sunday, or as otherwise designated by the Department/Division head, or designee.

Article 4. Management Rights

- 4.1 Except as modified by this Agreement, the Employer retains all rights of management.
- 4.2 Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Employer without negotiation include:
 - 4.2.1 The right to hire, direct, assign, or transfer an employee.
 - 4.2.2 The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to reduction in force procedures set forth in Article 23, Layoff & Reemployment.
 - 4.2.3 The right to determine:
 - 4.2.3.1 Appropriate staffing levels and work performance standards, except for safety considerations;
 - 4.2.3.2 The content of the workday, including without limitation workload factors, except for safety considerations;
 - 4.2.3.3 The quality and quantity of services to be offered to the public;
 - 4.2.3.4 The means and methods of offering those services.
 - 4.2.3.5 The safety of the public.
- 4.3 Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. Those actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection must not be construed as a failure to negotiate in good faith.
- 4.4 This Article does not preclude, but does not require, the Employer to negotiate subject matters enumerated in NRS 288.150(3) which are outside the scope of mandatory bargaining. The Employer shall discuss subject matters outside the scope of mandatory bargaining with the Union, but it is not required to negotiate those matters.

Article 5. Peace Officer’s Bill of Rights

- 5.1 The Employee and the Union agree that NRS Chapter 289, known as the Peace Officer Bill of Rights, applies to peace Officers employed by the State of Nevada and is incorporated herein by reference. The Employer and the Union agree that this Agreement covers employees in Bargaining Unit I and are job classifications defined as “Category III Peace Officers”.
- 5.2 Anytime an employee is required to receive paperwork for disciplinary or investigation, they will be entitled to have a union representative present upon request.
- 5.3 Anytime an employee is to be asked questions about their actions or an incident other than to mitigate immediate safety issues or tactical matters within a facility by a superior or anyone else, they are entitled to have a union representative present.

Article 6. Union Fees

6.1 NOTIFICATION TO EMPLOYEES

- 6.1.1 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.
- 6.1.2 The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

6.2 UNION FEES DEDUCTIONS

- 6.2.1 Deductions for Union Fees are strictly voluntary.
- 6.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet.
- 6.2.3 The Union will provide the designated pay center for the employee’s Department/Division with the percentage and/or maximum dues amount to be deducted from the employee’s paycheck.
- 6.2.4 Within twenty (20) 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.
- 6.2.5 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 notice the Employer within thirty (30) working days.

- 6.2.6 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.
- 6.2.7 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.

6.3 STATUS REPORTS

6.3.1 Union Fees

- 6.3.1.1 The Employer will provide the Union a report in electronic format each pay period detailing the Union Fees remittance containing the following information for employees that have Union Fees deducted from their paycheck:
 - 6.3.1.1.1 Employee name.
 - 6.3.1.1.2 Mailing address.
 - 6.3.1.1.3 Employee job title.
 - 6.3.1.1.4 Department and Division.
 - 6.3.1.1.5 Official duty station or work site.
 - 6.3.1.1.6 Work phone number.
 - 6.3.1.1.7 Work email address.
 - 6.3.1.1.8 Date of hire.
 - 6.3.1.1.9 Pay grade.
 - 6.3.1.1.10 Pay step.
 - 6.3.1.1.11 Seniority date.
 - 6.3.1.1.12 Separation date.
- 6.3.1.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 6.3.1.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

6.4 REVOCATION

- 6.4.1 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.
- 6.4.2 The Union will notify the employer within thirty (30) days of all revocations.

- 6.4.3 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 revocation.

6.5 INDEMNIFICATION

- 6.5.1 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.
- 6.5.2 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.

6.6 BARGAINING UNIT INFORMATION

- 6.6.1 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 10 (ten) calendar days. Information provided in response to the Union's request will include the following for any employee in a job classification covered under any certified unit:
 - 6.6.1.1 Name
 - 6.6.1.2 Date of Hire
 - 6.6.1.3 Department
 - 6.6.1.4 Work Location
 - 6.6.1.5 Job Classification
 - 6.6.1.6 Pay Rate
 - 6.6.1.7 Pay Grade and Step
 - 6.6.1.8 Home Address
 - 6.6.1.9 Phone Number (both home and cell)
 - 6.6.1.10 Personal and Work Email
 - 6.6.1.11 Work Telephone Number
 - 6.6.1.12 Status as of the most recent pay period
 - 6.6.1.13 Continuous State Service
- 6.6.2 The above information will be provided in electronic form.

Article 7. Hiring & Appointments

- 7.1 The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and/or fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statute and the provisions of this Agreement.
- 7.2 The Employer will perform all hiring and appointments as outlined in NAC 284 and NRS 284.

7.3 JOB POSTING

- 7.3.1 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 description shall be dated and shall contain the name of the class, a general description of the duties, and the general work area of the position. A link to the posting will be emailed to the Fraternal Order of Police, C.O., Lodge 21.
- 7.3.2 Permanent, classified employees may apply for a posted vacancy by submitting a written or electronic application to the Employer which must be received on or before the expiration date of the posting to receive consideration.

Article 8. Records Management

- 8.1 The Employer has the authority to maintain secure files on each employee.
- 8.2 An employee may examine their own file(s) by contacting their Departmental/Divisional Human Resources Office for their Departmental/Divisional file(s) and/or the appropriate Central Records Unit for their central records file.
- 8.3 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 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.
- 8.4 Written authorization from the employee is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable, and the responses shall be included at the employee's request.

8.5 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 procedure governing records management. For more detailed information, visit the DHRM Central Records website.

8.6 FILE TYPES

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

8.6.1.1 *Medical File*

8.6.1.1.1 Medical Files are maintained by the employee's Department/Division and will be kept separate and confidential in accordance with Federal and State law.

8.6.1.2 *Payroll File*

8.6.1.2.1 Comprehensive payroll records will be maintained for each employee by the appropriate Central Payroll and/or Employee Records Unit.

8.6.1.3 *Personnel File*

8.6.1.3.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit. One (1) official Personnel File will also be maintained by the employee's Departmental/Divisional Human Resources Office. Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental/Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

8.6.1.4 *Supervisor File*

8.6.1.4.1 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.

8.6.1.4.2 The confidentiality and security of Supervisor Files will be maintained in a secure location and to the extent allowed or required by law.

8.6.1.5 *Training File*

8.6.1.5.1

The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of their training record. 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 request a copy of their training file or review their training file at any appropriate time.

8.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

- 8.7.1 A Letter of Instruction is not considered part of the progressive disciplinary 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, so long as discipline did not result from non-compliance with the Letter of Instruction. Letters of Instruction will therefore be removed upon request after twelve (12) months with no similar violations.
- 8.7.2 An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than twelve (12) months from the date of issuance, so long as further discipline did not result for similar violations. Oral Warnings will therefore be removed upon request after twelve (12) months with no similar violations.
- 8.7.3 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.
- 8.7.4 Suspensions of five (5) days or less or disciplinary transfer/removal from assignment 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 five (5) days or less will therefore be removed upon request after three (3) years with no similar violations.
- 8.7.5 Suspensions of six (6) to fifteen (15) days may not be considered for purposes of evaluating further disciplinary action no later than four (4) years. Suspensions of six (6) to fifteen (15) days so long as the employee has not committed further violations of a similar nature. Suspensions of six (6) to fifteen (15) days and/or demotions shall be removed upon request after four (4) years with no similar violations.

- 8.7.6 Suspensions of fifteen (15) days and/or demotions may be considered no longer than five (5) years from the date of issuance, so long as the employee has not committed further violations of a similar nature. Suspensions of more than fifteen (15) days and/or demotions shall be removed upon request after five (5) years with no similar violations.
- 8.7.7 Suspensions of any duration related to unlawful discrimination, harassment, shall be considered for the purposes of evaluating further disciplinary action in all cases.

8.8 CONFIDENTIALITY

- 8.8.1 The Employer will confidentially maintain all files and records unless they are deemed available for disclosure in accordance with Federal and State law.
- 8.8.2 Confidential and other documents may be removed from an employee's Departmental/Divisional and Central Records Personnel File as part of a grievance settlement agreement or arbitration award. When documents are removed from an employee's Departmental/Divisional or Central Records Personnel File pursuant to this Article, they shall not be considered in connection with any future personnel action involving the affected employee.

8.9 PUBLIC RECORDS

- 8.9.1 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 Central Records Unit or the employee's Departmental/Divisional Human Resources Office upon receipt of a written request. Per 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 IRS. For the purposes of public inspection, the roster may exclude information deemed sensitive related to employees in law enforcement job classifications.

Article 9. Hours of Work

- 9.1 Pursuant to Federal and State law, the Employer will determine whether a position is Overtime- eligible or Overtime-exempt. For the purposes of Overtime eligibility under the Fair Labor Standards Act (FLSA) for law enforcement or corrections positions with or without an extended work period, or shift positions, the Employer will determine whether a position is eligible or exempt.

9.2 When the Employer determines that an Overtime-eligible position is Overtime-exempt, the employee will be noticed in writing of the determination. The notice will include an attached United States Department of Labor (US DOL) fact sheet of the FLSA guidelines. 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. Department/Division-specific policies and procedures should be consulted when employees need detailed information.

9.3 WORK SCHEDULES

9.3.1 The official workweek for the purposes of payroll begins on Monday at 0001 hours and ends at 2359 hours on the following Sunday.

9.3.2 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:

9.3.2.1 Eight (8) hours per workday, five (5) days per workweek with two (2) consecutive RDO's.

9.3.2.2 Ten (10) hours per workday, four (4) days per workweek with three (3) consecutive RDO's.

9.3.2.3 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.

9.3.2.4 A forty (40) hour per workweek variable and flexible schedule.

9.3.2.5 An eighty (80) hour per pay period variable and flexible schedule.

9.3.2.6 Officers who are assigned a duty location that have posts that require twenty-four (24) hour per day staffing, may be assigned to shifts of twelve (12) hours per workday. Correctional facilities may, at the discretion of the Warden, or 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.

9.3.2.7 If any leave is used during the pay period by an employee assigned a twelve (12) hour shift, the first four (4) hours of any leave used (Annual Leave, Sick Leave, Compensatory Time) will not be reported as overtime, but rather will be deducted from the full period of leave taken by the employee during the pay period. For example, on the first day of leave usage, the employee will report eight (8) hours of Sick Leave for calling in sick instead of twelve (12) hours.

9.4 ALTERNATE WORK SCHEDULES

- 9.4.1 Alternate workweeks and work shifts of different numbers of hours may be established for Overtime-eligible 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 required schedule slots, then employees shall be selected based on reverse seniority for the alternate work schedules, subject to the Department's/Division's assessment of safety and security requirements, appropriate skills, training, and business and operational needs. The Employer shall not unreasonably deny an employee's request for an alternate work schedule.
- 9.4.2 The Employer may disapprove requests if there are documented performance issues to include attendance issues. Previously approved alternate work schedules may be rescinded by the Employer if staffing, security, and safety needs are no longer being met.

9.5 TEMPORARY SCHEDULE CHANGES

- 9.5.1 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.
- 9.5.2 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.

9.6 PERMANENT SCHEDULE CHANGES

- 9.6.1 An employee’s 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 may be assigned based on a most senior volunteer basis first, then by using a least senior non volunteer process if necessary.
- 9.6.2 Voluntary adjustments in the hours of work of daily work shifts during a workweek do not constitute a permanent schedule change.

9.7 EMERGENCY SCHEDULE CHANGES

- 9.7.1 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.

9.8 EMPLOYEE-REQUESTED SCHEDULE CHANGES

- 9.8.1 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.
- 9.8.2 An employee, including those on standby status, will be compensated for all time worked for receiving or responding to work related calls, unless otherwise provided for in this Agreement.

9.9 MANDATORY OVERTIME

- 9.9.1 The Appointing Authority will maintain a mandatory overtime roster at each institution and this roster will be available for Officers to review at any time.
- 9.9.2 The Appointing Authority will maintain a list of Officers that volunteer to be in Standby Status for each institution and this Standby Status will be available for Officers to review at any time. The number of Officers needed for the Standby Status list will be determined by each institution based on the size of the institution and the operational need. The Standby Status list will be administered in the same rotational manner as the voluntary overtime roster.
- 9.9.3 When an institution requires additional staffing, the on-duty supervisor will ask Officers already on duty for volunteers for an overtime assignment. An Officer who volunteers to work an overtime assignment will be moved to the bottom of the mandatory overtime roster.

- 9.9.4 If there are no volunteers, the on-duty supervisor will then call Officers on the Standby Status list. Officers on the Standby Status list must answer their phones when called or return any voicemail message left by the on-duty supervisor within thirty (30) minutes. Failure to do so may result in progressive disciplinary action. Officers who are on the Standby Status list who refuse to report on duty when called may be subject to progressive disciplinary action.
- 9.9.5 If an Officer 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 four (4) in advance of the shift to be worked. If the Officer works the overtime assignment, they will be moved to the bottom of the mandatory overtime roster. Officers will not be told they are “mandated” unless they are actually required to work overtime. If the Officer is told they are “mandated” or required to work overtime, they will be moved to the bottom of the mandatory overtime roster.
- 9.9.6 In the event an Officer is relieved from their post fifteen (15) minutes late or more, the Officer will be compensated with overtime pay or compensatory time until their post relief arrives. An Officer that is relieved from their post late will be moved to the bottom of the mandatory overtime roster.
- 9.9.7 Overtime assignments and late relief are not considered to be inclusive of an Officer’s muster pay.

9.10 SHIFT BID PROCESSES

- 9.10.1 The shift bid process will be governed by the most recent version of the Department/Division shift bid regulation at the time the CBA is agreed upon, inclusive of any specific shift bid language agreed upon by the parties outside of the regulation. This will include any exceptions noted below. If there is a conflict with the regulation and the CBA, the CBA will be the highest authority.
- 9.10.2 Facilities, including camps, that have fifteen (15) or more bargaining unit members assigned will hold an annual shift bid.

9.11 POST BID

9.11.1 Application of Seniority

- 9.11.1.1 Employees in Departments/Divisions that have bid procedures will bid according to a seniority list established in accordance with this Agreement. Employees shall be entitled to bid on post assignment, provided they possess the skills and abilities to perform the duties on their selected post assignment and shift required by the Employer.
- 9.11.1.2 The Employer has the right to reassign employees to post assignments as required due to operational need and cross-training.

- 9.11.1.3 If a post assignment is eliminated, employees will be reassigned temporarily until such time as the Department/Division holds a continual bid process.
- 9.11.1.4 Correctional Officer Trainee, Correctional Officer, and Senior Correctional Officer will utilize the definition of seniority established in this Agreement for purposes of shift bid and Annual Leave bid.
- 9.11.1.5 Where two (2) or more employees have the same seniority dates for determining job rights, then seniority shall be based on the highest number of the last four digits of the employees' social security numbers with the highest number being 9999 and the lowest number 0000.
- 9.11.1.6 The number of posts that may be identified or approved as Warden exempt or excluded full-time equivalent positions should be kept to the minimum necessary and should not exceed fifteen percent (15%) of the total number of positions in use. If more than fifteen percent (15%) of the total number of positions in use is requested by the Warden and supported by the Director, the Director will review and consider for final approval, however, the final approval should not exceed fifteen percent (15%).

9.12 SHIFT BID

9.12.1 Application of Seniority

- 9.12.1.1 Employees shall be entitled to bid based on the definition of seniority established in this Agreement on shifts (including days off), provided they possess the skills and abilities to perform the duties on their selected post assignment and shift required by the Employer.
- 9.12.1.2 The Employer has the right to reassign employees to post assignments as required due to operational need and cross-training.
- 9.12.1.3 Employees with more seniority may make such selections over employees with less seniority. If such selection process results in less than a minimal number of employees possessing the required skills and abilities being available to work on any particular shift or post assignment, such minimal number shall be selected from among employees possessing the required skills and abilities by reverse seniority.

9.13 SHIFT TRADES

- 9.13.1 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 request for approval must be given to the supervisor prior to the effective date of the trade. Such approval shall not unreasonably be denied.

9.14 MEAL BREAKS & REST PERIODS

9.14.1 Unpaid Meal Breaks

9.14.1.1 The Employer and the Union agree to unpaid meal breaks that vary from and supersede the unpaid meal break requirements of federal and State law. Unpaid meal breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal break.

9.14.1.2 When an employee's unpaid meal break is interrupted by work duties, the employee will be allowed to resume their unpaid meal break following the interruption, if possible, to complete the unpaid meal break. In the event an employee is unable to complete the unpaid meal break due to an operational necessity, they will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal break.

9.14.1.3 Meal breaks may not be used for late arrival or early departure from work and meal breaks and rest periods will not be combined.

9.14.2 Paid Meal Breaks for Straight Shift Schedules

9.14.2.1 The Employer and the Union agree to paid meal breaks that vary from and supersede the paid meal break requirements of federal and State law. 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.

9.14.3 Rest Periods

9.14.3.1 The Employer and the Union agree to rest periods that vary from and superseded the rest periods required by federal and State law. 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.

- 9.14.3.2 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.
- 9.14.3.3 Rest periods may not be used for late arrival or early departure from work and rest periods and meal breaks will not be combined.

9.15 TIME REPORTING

- 9.15.1 Employees will accurately report time worked in accordance with the time reporting process as determined by each Department/Division.

9.16 EMPLOYMENT CONDITIONS

9.16.1 Intermittent & Temporary Employees

- 9.16.1.1 The Employer shall utilize intermittent and temporary appointments for bona-fide short term or time limited appointments. Once an employee in an intermittent or temporary appointment accumulates the hours equal to one (1) year of continuous full-time State service they shall be converted to permanent status and shall be credited with one (1) year of State service time for all leave, benefit, and salary purposes. A converted employee shall not be required to serve an additional Probationary Period.

9.16.2 Probationary Period

- 9.16.2.1 The Probationary Period for bargaining unit positions shall be twelve (12) months and upon completion, employees will have one (1) year equivalent full-time service. Once an employee attains permanent status, they shall not be required to serve another Probationary Period.

9.16.3 Trial Service Period

- 9.16.3.1 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 and NAC 284.

9.17 EMPLOYEE ASSIGNMENTS

9.17.1 Change of Duty Assignments

- 9.17.1.1 The Employer shall have the right to assign and reassign duties among employees in a class within a work area.

9.17.2 *Between Work Areas or Shifts*

9.17.2.1 If no vacancy has been created (or if a vacancy has been created or a shift opening occurs, and the Employer determines to fill the vacancy or shift opening without adding another employee) and it is necessary to change the duty location of an employee within thirty-five (35) miles, the Employer shall request volunteers from among employees in the same class (or option) and same employment condition and work area/or shift from which the change in duty location is to be made. If one or more employees volunteer for the change in duty location, the most senior qualified volunteer shall be assigned to the new duty location. If there are no volunteers, the least senior qualified employee in the same class (or option) and same employment condition and work area/or shift from which the change in duty location is to be made shall be assigned to the new duty location.

9.17.3 *Short-Term Change in Duty Assignment*

9.17.3.1 The Employer may temporarily change an employee's duty assignment to another work area and/or shift for four (4) consecutive months or less. If, at any time during the four (4) months, the Employer has legitimate business reason(s) to make the change in the employee's duty assignment permanent, the Employer shall notify the Union.

Article 10. Safety & Health

10.1 GENERAL PROVISIONS

- 10.1.1 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.
- 10.1.2 Employees and the Employer are expected to comply with all established safety and health practices and standards.
- 10.1.3 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.

- 10.1.4 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 Category III peace officers the Nevada Peace Officer Standards & Training (POST), including the following:
 - 10.1.4.1 Providing safe and healthy working conditions and practices;
 - 10.1.4.2 If conducive to the work being performed, providing a clean and safe area for employee meal breaks and rest periods;
 - 10.1.4.3 Providing appropriate health and safety training; and,
 - 10.1.4.4 Providing employees with adequate information on communicable diseases when the Employer reasonably should have known about those communicable diseases and infestations and hazards to which employees may have routine exposure.
 - 10.1.4.5 Maintaining State-owned fleet vehicles and equipment.
- 10.1.5 The Employer may direct employees to use leave in accordance with Article 12, Leave, Part I Paid Leave, Sick Leave, when they self-report a contagious health condition.
- 10.1.6 The Employer may direct employees to use Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for employees to seek appropriate testing and treatment.

10.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 10.2.1 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.
- 10.2.2 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.
- 10.2.3 The Employer will follow its policies and procedures regarding safety training for all employees.
- 10.2.4 The Employer will form joint Safety Committee in accordance with OSHA, NOSHA, and the Employer's Risk Management Division requirements.

10.3 SAFETY COMMITTEES

- 10.3.1 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.
- 10.3.2 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 Departmental/Divisional committee.
- 10.3.3 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.
- 10.3.4 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.
- 10.3.5 Safety Committees are responsible for producing a report of their meetings and submitting them to the Risk Management Division.
- 10.3.6 Safety Committee members are responsible for assisting management in the improvement of safety and health in the workplace by:
 - 10.3.6.1 Promoting and communicating safety issues to increase safety;
 - 10.3.6.2 Promoting safety awareness among employees;
 - 10.3.6.3 Conducting and/or reviewing safety inspections at their work locations;
 - 10.3.6.4 Reviewing accident and injury reports;
 - 10.3.6.5 Reviewing work practices;
 - 10.3.6.6 Planning safety activities/promotions for their Department/Division;
 - 10.3.6.7 Conducting other activities as outlined in their Department's/Division's written Safety Plan; and,
 - 10.3.6.8 Identifying possible safety training needs within their Departments/Divisions.
- 10.3.7 Safety Committee recommendations will be forwarded to the appropriate Department/Division head, or designee, and to the Risk Management Division, for review and action, as necessary. The Department/Division head, or designee, will report follow-up action/information to the Safety Committee.

10.4 ERGONOMIC ASSESSMENTS

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

10.5 PHYSICAL STANDARDS – CATEGORY III PEACE OFFICERS

- 10.5.1 Employees in job classifications consistent with the definition of Category III peace officers are responsible for maintaining their bodies to the appropriate physical standards as indicated by Nevada POST, the NRS, and applicable Department/Division policies and procedures.
- 10.5.2 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.

10.6 AIR & WATER QUALITY ASSESSMENTS

- 10.6.1 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.

10.7 EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

10.8 CRITICAL INCIDENT STRESS DEBRIEFING

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

10.9 WORKPLACE VIOLENCE

- 10.9.1 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 and 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 to an employee, that do not occur during the normal course and scope of their job duties, will be reported to a supervisor or the Departmental/Divisional Human Resources Office.

- 10.9.2 Additionally, employees must report restraining orders granted against a family member, acquaintance, or others to a supervisor or their Human Resources Office. 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.
- 10.9.3 Active threat awareness and preparedness training is made available to all employees through the Risk Management Division’s safety training program.

Article 11. Compensation

11.1 SALARY PAYMENT

- 11.1.1 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.
- 11.1.2 Appendix B, “Salary Schedules for Bargaining Unit I” details the salary schedules for employees covered under this Agreement.
- 11.1.3 Effective July 1, 2023, the salary schedule for Bargaining Unit I will reflect an increase of eight percent (8%).
- 11.1.4 For the contract term of July 1, 2023, through June 30, 2025, 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.
- 11.1.5 Effective July 1, 2024, the salary schedule for Bargaining Unit I employees will reflect an increase of four percent (4%).
- 11.1.6 In the event legislation passes in the 2023 session and is enacted that affords all State employees additional compensation, such additional compensation will be paid to employees covered under this Agreement.

11.2 SALARY ADMINISTRATION

- 11.2.1 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.

11.3 RECRUITMENT BONUS

- 11.3.1 For the contract term July 1, 2023, through June 30, 2025, a newly hired employee into the Correctional Officer series or the Forensic Specialist series covered under this Agreement will be eligible to receive a recruitment bonus of seven thousand five hundred dollars

(\$7,500.00). This bonus does not apply to rehired or reappointed employees, nor does it apply to promotional appointments.

11.3.2 This bonus will be distributed to the new hire according to the following schedule:

11.3.2.1 The new hire will receive one thousand five hundred dollars (\$1,500.00) on their first paycheck.

11.3.2.2 Upon satisfactory completion of three (3) months of service, the employee will receive a disbursement of one thousand five hundred dollars (\$1,500.00).

11.3.2.3 Upon satisfactory completion of seven (7) months of service, the employee will receive a disbursement of one thousand five hundred dollars (\$1,500.00).

11.3.2.4 Upon satisfactory completion of twelve (12) months of service, the employee will receive a disbursement of the balance of the recruitment bonus.

11.3.3 If the employee separates from service prior to completion of the service periods outlined above, they do not receive any additional balance of the recruitment bonus.

11.4 SALARY RATE UPON INITIAL APPOINTMENT

11.4.1 Upon initial appointment, an employee will be placed Step 1 at the appropriate salary grade for their job classification, with the exception of positions that have historically been difficult to recruit and fill and subject to the provisions of NAC 284.204.

11.5 SALARY RATE UPON PROMOTION

11.5.1 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.

11.6 SALARY RATE UPON DEMOTION

11.6.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.

11.6.2 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.

11.6.3 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification.

11.7 STEP INCREASE

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

- 11.7.2 For the contract term of July 1, 2023, through June 30, 2025, a Correctional Officer Trainee, upon satisfactory completion of an Academy and field training, and with the approval of the Appointing Authority, will auto-progress to a Correctional Officer grade and job title and receive a step increase at six (6) months.
- 11.7.3 After such auto-progression, the employee will also receive a step increase at six (6) months of satisfactory service as a Correctional Officer.
- 11.7.4 Thereafter, they will receive step increases pursuant to section 11.6.1 above.

11.8 CALLBACK PAY

- 11.8.1 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.

11.9 COMPENSATORY TIME

- 11.9.1 An Overtime-eligible employee 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 time worked where such time worked would otherwise be compensated by Overtime Pay. At the time Overtime is offered, an employee may have the option of electing Compensatory Time.
- 11.9.2 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. Upon request and approval, Holiday Pay may be banked as Compensatory Time.
- 11.9.3 All unused Compensatory Time will be paid pursuant to NAC 284.

11.10 HOLIDAY PAY

- 11.10.1 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.

11.11 HOLIDAY PREMIUM PAY

- 11.11.1 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 request to bank their Holiday Premium Pay (the 1½ times additional pay) as Compensatory Time.

- 11.11.2 Full-time employees, whose normal work schedule does not include the day designated as the holiday, shall be entitled to time off equal to the employee's normal workday.
- 11.11.3 Part-time employees will be paid Holiday Pay on a prorated basis.
- 11.11.4 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.

11.12 OVERTIME

- 11.12.1 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.
- 11.12.2 Overtime will be administered in accordance with NRS and NAC 284.
- 11.12.3 For purposes of this Article, "hours worked" includes all hours in a pay status.
- 11.12.4 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.
- 11.12.5 A list of Officers 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 Officer on the list will get an opportunity to work one (1) overtime shift before any other Officer with more seniority can work two (2) or more overtime shifts.
- 11.12.6 If an institution other than the one the Officer is regularly stationed at requires Officers to work overtime, that institution may consult the voluntary overtime roster from another institution and request Officers to work with the approval of the second institution's management staff. An Officer that works an overtime assignment at a different institution will code their timecard with the specific coding for that institution for the overtime hours worked.
- 11.12.7 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.

11.13 SHIFT DIFFERENTIAL PAY

- 11.13.1 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 (PSDOT) for additional hours worked on Overtime in conjunction with their regular shift.

11.14 SPECIAL ADJUSTMENTS TO PAY

11.14.1 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.

11.14.2 Acting Pay

11.14.2.1 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:

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

11.14.2.1.2 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.

11.14.2.2 The start of the consecutive working days will occur based on the first day the employee is actually working and has assumed the “acting” operational responsibilities.

11.14.2.3 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.

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

11.14.3 Bilingual Pay

11.14.3.1 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.

11.14.3.2 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.

11.14.4 Field Training Officer (FTO)

11.14.4.1 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.

11.14.5 Muster Pay Adjustment

11.14.5.1 Employees will receive forty-five (45) minutes of Overtime 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 Gatehouse.

11.14.6 Special Assignments

11.14.6.1 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.

- 11.14.6.2 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.

11.14.7 Standby Pay

- 11.14.7.1 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.
- 11.14.7.2 Standby Pay will be administered in accordance with NAC 284.218.

11.14.8 Rural Pay

- 11.14.8.1 Officers grandfathered in to receiving PSAC and/or PRAD pay after 2009 will continue to receive such pay.
- 11.14.8.2 During the contract term of July 1, 2023, through June 30, 2025, the Employer intends to make changes to the regulations surrounding pay for duty locations outside of major metropolitan areas within Nevada. Should the intended regulatory changes not occur by June 30, 2024, the parties agree that no change may constitute a reason to demand mid-contract bargaining over this specific pay item.

11.14.9 Uniforms & Equipment

11.14.9.1 Uniforms

- 11.14.9.1.1 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.
- 11.14.9.1.2 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.
- 11.14.9.1.3 If an employee's uniform is damaged or destroyed in the line of duty, they are entitled

to full reimbursement by the state of Nevada per NRS 289.800.

11.14.9.2 Equipment

11.14.9.2.1 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.

11.14.9.2.2 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.

11.14.9.3 Body Armor

11.14.9.3.1 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.

11.14.9.4 Retirement Credentials

11.14.9.4.1 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. Such retirement credentials will comply with the requirements of HR 218 to receive a concealed carry permit.

11.14.9.5 Wallet Badges

11.14.9.5.1 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.

11.14.9.6 PERS Contributions

11.14.9.6.1 Should Senate Bill (SB) 388 (2023) be enacted into law, negotiations will be reopened consistent with the language of SB 388.

Article 12. Leave

12.1 PART A – PAID LEAVE

12.2 ADMINISTRATIVE LEAVE

12.2.1 The Employer has the right to place an employee on paid Administrative Leave.

12.2.2 An employee on paid Administrative Leave is required to be available to their supervisor during the listed hours in any notification letter for their leave.

12.3 ANNUAL LEAVE

12.3.1 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.

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

12.3.3 *Accrual*

- 12.3.3.1 For each calendar month of full-time continuous service, an employee is entitled to accrue Annual Leave at the following rate:
 - 12.3.3.1.1 Employees with zero (0) to nine (9) years of full-time continuous service will accrue ten(10) hours of Annual Leave per month.
 - 12.3.3.1.2 Employees with ten (10) to fourteen (14) years of full-time continuous service will accrue twelve (12) hours of Annual Leave per month.
 - 12.3.3.1.3 Employees with fifteen (15) or more years of full-time continuous service will accrue fourteen (14) hours of Annual Leave per month.
 - 12.3.3.1.4 Part-time employees will accrue Annual Leave on a pro-rated basis for hours worked during a pay period.
 - 12.3.3.1.5 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.

12.3.4 Annual Leave Usage

- 12.3.4.1 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 staff to view at all times.
- 12.3.4.2 Requests for Annual Leave will be approved or denied by the Department/Division as soon as practicable but no later than fifteen (15) calendar days after the request is received. It is the requesting employee’s responsibility to ensure their Annual Leave request has been received by their Department/Division.
- 12.3.4.3 Unless the parties negotiate otherwise during supplemental negotiations, leave shall be granted on a first come – first served basis.

12.3.5 Annual Leave Cash Out

- 12.3.5.1 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.
- 12.3.5.2 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 six (6) months of continuous full-time service.

- 12.3.5.3 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.

12.4 CATASTROPHIC LEAVE

- 12.4.1 An employee may qualify for Catastrophic Leave if they or a member of their immediate family is affected by a serious illness, accident, or motor-vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.
- 12.4.2 In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.
- 12.4.3 An employee may donate to their specific employing Departmental/Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.
- 12.4.4 Employees are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

12.5 CIVIL LEAVE (JURY DUTY)

- 12.5.1 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.
- 12.5.2 When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the employee's work schedule according to one (1) of the alternative work schedules below:
 - 12.5.2.1 *Working Prior to Jury Duty Reporting Time*
 - 12.5.2.1.1 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,

12.5.2.2 Working After Jury Duty Reporting Time

12.5.2.2.1 If the employee is assigned to the graveyard shift and is 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. Employees 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.

12.5.3 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.

12.5.4 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.

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

12.6 INTERVIEW LEAVE

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

12.7 COMPENSATORY TIME

12.7.1 As defined in Article 11, Compensation.

12.8 HOLIDAYS

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

12.8.1.1 New Year's Day - January 1

12.8.1.2 Martin Luther King Jr.'s Birthday - Third Monday in January

12.8.1.3 Presidents' Day - Third Monday in February

12.8.1.4 Memorial Day - Last Monday in May

12.8.1.5 Juneteenth - Observed Day

12.8.1.6 Independence Day - July 4

12.8.1.7 Labor Day - First Monday in September

12.8.1.8 Nevada Day Observed - Last Friday in October

12.8.1.9 Veterans' Day - November 11

12.8.1.10 Thanksgiving Day - Fourth Thursday in November

- 12.8.1.11 Family Day - The Friday immediately following the fourth Thursday in November
- 12.8.1.12 Christmas Day - December 25

12.8.2 *Holiday Compensation Rules*

- 12.8.2.1 Employees 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.
- 12.8.2.2 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.

12.9 MILITARY LEAVE

- 12.9.1 Pursuant to NRS 281.145, employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.
- 12.9.2 Employees who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.
- 12.9.3 The twelve (12) month period will begin on the day the employee has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.
- 12.9.4 Employees will provide a copy of any orders for military duty to their Departmental/Divisional Human Resources Office.
- 12.9.5 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment & Reemployment Rights Act (USERRA).

12.10 PERSONAL LEAVE

- 12.10.1 Full-time employees shall accrue two (2) Personal Leave days per calendar year on January 1.
- 12.10.2 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.
- 12.10.3 Personal Leave may not be carried over from one year to the next and has no cash value upon separation from State service.

12.11 SICK LEAVE

- 12.11.1 *Accrual*

- 12.11.1.1 A full-time employee in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.
- 12.11.1.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.
- 12.11.1.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.

12.11.2 *Carry Forward & Transfer*

- 12.11.2.1 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.

12.11.3 *Sick Leave Use*

- 12.11.3.1 Sick Leave may be used for the following reasons:
 - 12.11.3.1.1 Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.
 - 12.11.3.1.2 Time away from work to attend personal medical or dental appointments.
 - 12.11.3.1.3 Time away from work to care for family members as allowed under the Family & Medical Leave Act (FMLA). Family member is defined to include:
 - 12.11.3.1.3.1.1 Child.
 - 12.11.3.1.3.1.2 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.
 - 12.11.3.1.3.1.3 Spouse.
 - 12.11.3.1.3.1.4 Registered domestic partner.
 - 12.11.3.1.3.1.5 Grandparent.
 - 12.11.3.1.3.1.6 Grandchild.
 - 12.11.3.1.3.1.7 Sibling.
 - 12.11.3.1.4 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.

- 12.11.3.1.5 Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
 - 12.11.3.1.6 Time away from work to attend preventive health care appointments of family or household members, up to one (1) day for each occurrence, if arranged in advance with the Department/Division.
 - 12.11.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
 - 12.11.3.1.8 Time away from work to be with member(s) of the employee's household who experience injury or illness.
- 12.11.4 *Sick Leave Reporting, Certification, & Verification*
- 12.11.4.1 Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable.
 - 12.11.4.2 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.
 - 12.11.4.3 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.
 - 12.11.4.4 Non-Industrial Injuries - An employee returning to work after any Sick Leave absence involving a non-industrial injury that may affect the employee's 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. Employees will be given sufficient notice for a requirement of documentation prior to returning.
 - 12.11.4.5 If medical certification or verification is required for employees in Overtime-eligible positions, it shall be in accordance with the provisions of this Agreement.
 - 12.11.4.6 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.

- 12.11.5 *Sick Leave Call-in for Employees in a Position Requiring Relief*
 - 12.11.5.1 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. If an employee notifies their Supervisor after the start of their shift, they may be asked to provide supporting documentation of the reason why. 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.
- 12.11.6 *Sick Leave Abuse*
 - 12.11.6.1 The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.
 - 12.11.6.2 Supervisors are expected to monitor employee usage of Sick Leave and may hold a Coaching & Counseling session, issue a Letter of Instruction, Oral Reprimand, or Written Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental/Divisional Penalties & Prohibitions.
 - 12.11.6.3 When a supervisor suspects Sick Leave abuse, they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be subject to progressive disciplinary action. Cases of sick leave abuse may be investigated by a Lieutenant, who is not in the employee's immediate chain of command.
 - 12.11.6.4 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.

12.12 UNION LEAVE

- 12.12.1 See Article 26, Union Rights.

12.13 WORK-RELATED INJURY (WORKERS' COMPENSATION)

- 12.13.1 *General Provisions*
 - 12.13.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.

- 12.13.1.2 If an employee incurs a work-related injury or illness they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.
- 12.13.1.3 Employees are expected to seek treatment for any work-related injury or illness as soon as practicable after the occurrence; however, the Employer strongly encourages employees to seek treatment immediately. A listing of designated medical providers for work-related injury or illness is available on the DHRM Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.
- 12.13.1.4 The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.
- 12.13.1.5 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly.
- 12.13.1.6 The Employer will abide by Federal and State law regarding work-related injury and illness.

12.13.2 Compensable Work-Related Injury or Illness Leave

- 12.13.2.1 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.
- 12.13.2.2 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 benefit compensation equal to full pay.

12.13.3 Return-to-Work

- 12.13.3.1 The Employer will follow the provisions of State law and Department/Division policy related to a Return-to-Work Program. The Department/Division will attempt to find opportunities, if available, for modified duty that can be

offered to employees participating in the Return-to-Work Program.

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

PART II – UNPAID LEAVE

12.14 BENEFITS RELATING TO DOMESTIC VIOLENCE

- 12.14.1 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.
- 12.14.2 An employee may use the time away from work related to domestic violence to:
 - 12.14.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
 - 12.14.2.2 Obtain counseling or assistance; and/or,
 - 12.14.2.3 Participate in any related court proceedings; and/or,
 - 12.14.2.4 Establish a safety plan.
- 12.14.3 A Department/Division will provide accommodations, such as relocation of workspace or duty location, modification of a work schedule, or a new work telephone number, to an employee who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless an accommodation would pose an undue hardship on the Department/Division.

12.15 BEREAVEMENT LEAVE

- 12.15.1 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.
- 12.15.2 Employees may use Sick Leave, LWOP, or any accrued leave if they do not have sick leave, during their time away from work for bereavement.
- 12.15.3 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/Division.

12.16 LEAVE WITHOUT PAY (LWOP)

- 12.16.1 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.

12.17 LEAVE OF ABSENCE WITHOUT PAY

- 12.17.1 A leave of absence without pay may be approved for up to one (1) year by a Department/Division head, or designee, for any satisfactory reason. The Human Resources Commission, upon recommendation of the Department/Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.
- 12.17.2 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.

12.18 FAMILY & MEDICAL LEAVE

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

12.19 MILITARY LEAVE - UNPAID

- 12.19.1 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.
- 12.19.2 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

Article 13. Workplace Environment

- 13.1 The Employer and the Union agree that all employees should 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.
- 13.2 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.

13.3 APPEARANCE

- 13.3.1 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.

13.4 SECONDARY EMPLOYMENT

- 13.4.1 An employee has the right to engage in any activity, enterprise, or secondary employment unless such is in violation of statutory ethics requirements and/or directly conflicts with or impacts their duties with the Employer.
- 13.4.2 The nature of any conflict(s) or impact will be determined by the Department/Division once the employee has submitted a completed Secondary Employment Disclosure form for review, in accordance with the State Administrative Manual (SAM). If the Department/Division believes an employee's secondary employment is in conflict or impacts their primary employment in accordance with this Section, it will respond as such in writing.
- 13.4.3 A copy of all policies, procedures, and Department/Division-specific Prohibitions & Penalties will be made available to employees upon request. The SAM is available on the Governor's Office of Finance website.

Article 14. Performance Evaluation

- 14.1 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. Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position. Work standards may change from time to time and include, but are not limited to, job elements such as: quality of work; quantity of work; work habits; conducting oneself with professionalism; taking action independently; meeting work commitments; and analyzing situations and materials.
- 14.2 The performance evaluation process will include performance elements and standards that reflect the employee's and the Departmental/Divisional objectives. Each performance element shall have performance standards. Performance elements and standards shall be specific, attainable, relevant, measurable, and fully consistent with an employee's duties, responsibilities, and grade as described in their job description. Standards and elements will be job and outcome related, not trait related. Standards, elements, and the criteria for each rating level shall be provided to an employee in writing at the outset of the rating period and changed during the period only after review with the employee.
- 14.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date. Performance ratings are as follows:
 - 14.3.1 Exceeds Standards.
 - 14.3.2 Meets Standards.
 - 14.3.3 Does not Meet Standards.

- 14.4 If an employee does not have an opportunity to perform work described by a standard or element, that standard/element will not be considered in the performance appraisal process.
- 14.5 Standards/elements will be applied fairly, objectively, and equitably. The Employer shall take into account equipment and resource problems, lack of training, and other matters outside of an employee's control when applying standards/elements to performance. Pre-approved time away from the job including Sick Leave, Personal Leave days, Annual Leave, and authorized use of Union Leave will not be considered negatively in the application of performance standards and elements. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work. Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will receive copies of each performance report and official copies will be placed in the Central Records Personnel File, and copies may be maintained in the Supervisor File and the employee's Departmental/Divisional Personnel File for reference.
- 14.6 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".

14.7 PERFORMANCE EVALUATION PROCEDURE

- 14.7.1 The employee's immediate supervisor will prepare the annual performance appraisal. The preparation of each report on performance must include a discussion between the employee and their immediate supervisor. Within ten (10) working days after the discussion takes place, the employee must complete and sign the appropriate section on the report on performance and return the report to the supervisor for inclusion in the appropriate file(s).
- 14.7.2 If the employee's immediate supervisor cannot complete the performance evaluation, a second level supervisor shall prepare the performance evaluation. If the evaluating supervisor is not the immediate supervisor, the evaluating supervisor must have observed the employee's performance.
- 14.7.3 If an employee has been transferred to another supervisor prior to receiving their annual performance evaluation and an interim performance evaluation has not been given, their performance will be deemed as "meets standards."
- 14.7.4 Appraisals shall include the following:
- 14.7.4.1 Performance rating for the rating period;

- 14.7.4.2 Specific tasks the employee needs to achieve during the next appraisal period and performance standards/elements applicable to the next period;
- 14.7.4.3 Modifications to the employee's job description, if any; and,
- 14.7.4.4 Recommendations for training to enhance the employee's skills, if any.
- 14.7.5 The Employer will not prescribe a forced distribution of levels for ratings for employees covered by this Agreement. No quotas or other limitations shall be applied to employee ratings.

14.8 COACHING & COUNSELING

- 14.8.1 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.
- 14.8.2 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.
- 14.8.3 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.
- 14.8.4 Coaching & Counseling sessions will be documented in the Supervisor File.

14.9 LETTERS OF INSTRUCTION

- 14.9.1 Letters of Instruction are used as a tool designed to serve as a way for the Department/Division to provide an employee with information and instruction or training to correct behavior or performance deficits.
- 14.9.2 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.
- 14.9.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible for the employee's activities, whenever practicable.
- 14.9.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

14.10 PERFORMANCE IMPROVEMENT PLAN (PIP)

- 14.10.1 If an employee is having documented performance issues or a singular issue is deemed serious enough, a meeting may be held between the

Department/Division, the employee, and if the employee desires, a Union Steward. The function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the employee meet identified work performance standards. A plan should include a clear identification of the issue(s) and outline performance and/or conduct goals, that are measurable and attainable.

- 14.10.2 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 Departmental/Divisional Personnel File.
- 14.10.3 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.

14.11 PERFORMANCE EVALUATION REVIEW

- 14.11.1 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/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 Article 21, Grievance Procedure.
- 14.11.2 Completed performance evaluations will be filed in the employee's official Central Records File and may be placed in the Departmental/Divisional Personnel File for reference.

Article 15. Training & Professional Development

15.1 GENERAL PROVISIONS

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

15.2 MANDATORY TRAINING

- 15.2.1 Employees are required to complete mandatory training courses as specified in their Department's/Division's policies and within the timelines outlined. Departments/Divisions will give employees time during their regularly scheduled workday to complete mandatory training. The Employer will provide access for all employees to take all mandatory training courses via online programs, in-person classes, or independent study courses.
- 15.2.2 Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; Internet security awareness training; and, Whistleblower Protections.
- 15.2.3 Attendance at Employer-required training, including but not limited to firearms training or certification, will be considered time worked in accordance with Article 11, Compensation.

15.3 SPECIALIZED MANDATORY TRAINING

- 15.3.1 Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses.
- 15.3.2 Specialized mandatory training includes but is not limited to: safety-related training; equipment operation training; and CDL training.
- 15.3.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 10, Safety & Health.
- 15.3.4 Additionally, if a specific training is required to perform certain functions, only employees who have completed that training will perform that work.
- 15.3.5 Training and employee development opportunities outside of mandatory training courses may be provided within available resources.
- 15.3.6 Attendance at specialized mandatory training will be considered time worked in accordance with Article 11, Compensation.

15.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 15.4.1 The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.
- 15.4.2 For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the

Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.

- 15.4.3 The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention. The courses offered by the Risk Management Division may be available for interested and qualified employees.

15.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

- 15.5.1 Employees may request approval to attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.
- 15.5.2 Attendance at continuing education courses are considered work time in accordance with Article 11, Compensation. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.
- 15.5.3 Employees can request reimbursement for expenses related to continuing education.

15.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 15.6.1 Employees may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by Departments/Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.
- 15.6.2 Employees must submit a request to attend external training or professional development using the process designated by their Department/Division.
- 15.6.3 Departments/Divisions will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.
- 15.6.4 Employees can request reimbursement for expenses related to external training and professional development opportunities.

15.7 TRAINING RECORDS

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

15.8 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

- 15.8.1 The Employer and the Union agree that training for managers, supervisors, Union Stewards, and Union Staff Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Staff Representatives and Union Stewards, and the Employer will provide training to managers and supervisors on this Agreement.
- 15.8.2 The Union will present the training to current Union Stewards within each bargaining unit. The training will last no longer than two (2) workdays, up to twenty-four (24) hours, per the duration of this Agreement. 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. The parties will agree on the date, time, number, and the names of the Union Stewards attending each session. Scheduling of CBA training will not cause an undue hardship on the staffing of the institutions. Union Stewards who attend training will have their shift hours adjusted as necessary.

15.9 TUITION REIMBURSEMENT

- 15.9.1 Departments/Divisions may approve full or partial tuition reimbursement, consistent with Department/Division policy and within available resources.
- 15.9.2 Department/Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses, except in accordance with Department/Division policy.
- 15.9.3 Absent an agreement to the contrary, when an employee moves to another Department/Division prior to completion of an approved course, the approving Department/Division will retain the obligation for reimbursement if the course is satisfactorily completed.

Article 16. Alcohol, Drug, & Tobacco-Free Workplace

- 16.1 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.
- 16.2 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with Federal and State law.

16.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 16.3.1 The Employer offers an EAP to all employees.

- 16.3.2 An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.
- 16.3.3 After an incident that could lead to a post-traumatic stress reaction, including but not limited to, critical incidents, institutional violence, being assaulted, riot, shooting incident (including non-lethal), or life-threatening situation, an employee will be offered a referral to the EAP program.
- 16.3.4 An employee who elects to participate in the EAP program or to engage in treatment by a medical professional after an incident described in section 16.3.3 may request up to five (5) days of paid Administrative Leave to attend EAP appointments and/or traumatic incident related programming.

16.4 TOBACCO-FREE WORKPLACE

- 16.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).
- 16.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.
- 16.4.3 Employees who wish to receive resources on smoking and tobacco cessation should visit www.nevadatobaccoquitline.com.

Article 17. Remote Work

- 17.1 The Employer and the Union agree that employees are expected to report to their officially assigned work or duty stations ready to work each scheduled workday. The parties agree that an employee's assigned work or duty station may be changed to remote from their usually assigned work or duty station. The parties also agree that some job classifications are not conducive to working away from an assigned work or duty station and therefore will not be eligible for remote work or telework.
- 17.2 If a Department/Division has a remote work or telework policy and an employee wishes to work remotely, they must request approval from their Department/Division and complete remote work or telework paperwork. If a request for remote work or telework is denied, an employee may request a written response. Such response will be provided within thirty (30) calendar days of the request.
- 17.3 If an employee is permitted to work remotely, they will be working their specified remote work schedule at a mutually agreed upon alternate worksite that is away from their official duty station pursuant to their Department's/Division's policies and procedures. If an employee's remote work agreement is rescinded, they will be given seven (7) calendar days' notice prior to that agreement being rescinded.
- 17.4 The parties also understand that circumstances arise that may change the working conditions and working locations for some employees. In the interest of continuing

operations for the Employer, working remotely may be available as an alternative to reporting to an employee's official duty station.

17.5 Permission to work remotely can be rescinded at any time at the discretion of the Department/Division.

17.6 This Article is not subject to Article 21, Grievance Procedure.

Article 18. Reasonable Accommodation

18.1 The Employer and the Union will comply with all relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

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

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

18.4 An employee who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental/Divisional Human Resources Office or their Departmental/Divisional ADA Coordinator.

18.5 The Departmental/Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.

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

- 18.7 If an employee wishes to consult with a Union Steward or representative regarding the ADA interactive process or any documentation related to potential reassignment as a result of any accommodation, they may do so. An employee may request that their Union Steward or representative be present at meetings with an ADA Coordinator. Such request will not be unreasonably denied.
- 18.8 All medical information disclosed to the Employer will be kept confidential.
- 18.9 In the event the Departmental/Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department/Division, as well as Employer-wide, the employee may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article 24, Separation.

Article 19. Unlawful Discrimination

19.1 HARASSMENT & DISCRIMINATION

- 19.1.1 Discrimination, harassment, bullying, and similar behavior in the workplace will not be tolerated. If an employee believes they have been subject to these behaviors, they are encouraged to report this behavior to their supervisor and/or to their Departmental/Divisional Human Resources Office.
- 19.1.2 The Department/Division will investigate any complaint and take appropriate action, as necessary. If a complaint was filed, the employee will be noticed at the conclusion of an investigation of any findings.
- 19.1.3 The Employer will make available training on harassment and discrimination in electronic or in-person format. The training will be provided during work time to employees.

19.2 SEX- OR GENDER-BASED HARASSMENT & DISCRIMINATION

- 19.2.1 The Employer and the Union recognize that a positive working environment is conducive to fostering good employee morale and serves to promote staff efficiency and productivity. The Governor of the State of Nevada has declared that no employee shall engage in sex- or gender- based harassment against another employee, an applicant for employment, or any other person in the workplace and the parties agree and endorse the prevention of sex- or gender-based harassment and discrimination in accordance with all Federal and State laws, regulations, and policies of the Employer. This Section shall not be construed as the only representation of the Employer's policy on sex- or gender-based harassment. Both parties agree that this policy may be updated and reaffirmed during the term of this Agreement, and that the parties will comply with any updates therein.
- 19.2.2 Sex or gender-based harassment and discrimination are forms of misconduct that are unlawful and undermine the integrity of the

employment relationship. Sex- or gender-based harassment and discrimination are personally offensive, debilitate morale, and, therefore, interfere with work effectiveness.

- 19.2.3 No employee shall be subjected to unsolicited and unwelcomed sexual overtures or conduct, either verbal, written (including digital media, i.e., email, text or digital photos or graphics), or physical.
- 19.2.4 No employee shall be subjected to physically or verbally harassing behavior—sexual, gendered, or neutral—because of that employee’s sex, sexual orientation, gender identity, or expression.
- 19.2.5 No employee shall experience discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other terms, conditions, or privileges of employment.
- 19.2.6 An employee who engages in discriminatory behavior, or behavior that constitutes sex- or gender-based harassment, may be subject to disciplinary action up to and including dismissal.
- 19.2.7 When allegations of sex- or gender-based harassment or discrimination are made, the Employer will investigate them and, if substantiated, take corrective action.
- 19.2.8 Equal opportunity with regard to the terms, conditions, and privileges of employment is mandated under Title VII of the Civil Rights Acts of 1964, the Americans with Disabilities Act of 2008, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, NRS 281.370, and numerous sections of Chapter 284 of the NRS.

19.3 EMPLOYEE RESPONSIBILITIES

- 19.3.1 All new employees will complete sex- or gender-based harassment prevention training within 30 (thirty) calendar days of their appointment. Thereafter, employees are required to complete sex- or gender-based harassment prevention training once every two (2) years.
- 19.3.2 A Department/Division shall not promote a person who has not completed the sex- or gender- based harassment training as described above.
- 19.3.3 Employees are responsible for ensuring they do not engage in sex- or gender-based harassment or discrimination against any other employee, client, applicant for employment, or other individual(s) with whom they have contact within the performance of their duties. Illegal behavior that is sex- or gender-based harassment includes:
 - 19.3.3.1 Making submission to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of a person’s employment; or,

- 19.3.3.2 Making submission to or the rejection of such conduct described in subsection 19.3.3.1 by a person a basis of employment decisions affecting that or any other person; or,
- 19.3.3.3 Engaging in unwelcome harassing verbal or physical behavior that occurs because of the sex or gender expression of any individual(s) and has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive work environment where:
 - 19.3.3.3.1 Harassing behavior is of a sexual nature; or,
 - 19.3.3.3.2 Harassing behavior is not sexual in nature, but is related to the sex or gender of the alleged victim or others; or,
 - 19.3.3.3.3 Harassing behavior is sex- or gender-neutral in content but occurs because of an individual's sex or gender; or,
 - 19.3.3.3.4 Any combination of the types of behaviors described above.
- 19.3.4 Employees are responsible for cooperating in the investigation of any complaint of alleged sex- or gender-based harassment or discrimination. Employees are additionally responsible for cooperating with the efforts of their Department/Division to prevent and eliminate sex- or gender-based harassment and discrimination and for maintaining a working environment free from such unlawful conduct. Pursuant to NAC 284.650, failure to participate in any investigation of alleged discrimination, including without limitation, an investigation concerning sex- or gender-based harassment is cause for disciplinary action.
- 19.3.5 Federal law prohibits retaliation against employees who bring sex- or gender-based harassment or discrimination charges or assist in investigating such charges. Any employee making sex- or gender-based harassment or discrimination complaints, or that is assisting in the investigation of such a complaint, or that is otherwise engaging in protected activity will not be adversely affected in terms of their conditions of employment, nor discriminated against, disciplined, or discharged because of the complaint or their participation in any investigation.
- 19.3.6 Complaint Process
 - 19.3.6.1 Employees who believe they have been subjected to or witnessed sex- or gender-based harassment or discrimination are encouraged to advise the person believed to have engaged in harassment or discrimination that the conduct is unwelcome, undesirable, or offensive.
 - 19.3.6.2 If the employee elects not to confront the alleged harasser, or if the conduct persists after an objection, they shall,

within a reasonable time, either report the incident to their supervisor or to the next level of authority in their Department/Division, or they may elect to report the incident as set forth below.

19.3.6.3 If the employee decides to follow through on a formal complaint after talking to their supervisor or next level of authority in their Department/Division, the supervisor or next level authority shall ensure that the employee completes a complaint form, and the supervisor or next level authority shall send the complaint to the DHRM's Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU).

19.3.6.4 If the employee elects not to report the complaint as described above, they may report incidents of sex- or gender-based harassment or discrimination as follows:

19.3.6.4.1 To the coordinator within their Department/Division designated to receive such complaints, e.g., the person identified on the "Discrimination Has No Place in the Workplace" flyer posted in the Department/Division, the Equal Employment Opportunity (EEO) Officer, or the Departmental/Divisional Human Resources Office; or,

19.3.6.4.2 By completing and filing a Sexual Harassment or Discrimination Complaint Form using the Department's/Division's employee information and timekeeping system; or,

19.3.6.4.3 By calling the DHRM's Harassment/Discrimination Hotline at (800) 767-7381.

19.3.7 All forms of complaints must be filed no later than three hundred (300) calendar days after the date of the alleged act.

19.3.8 Employees have the right to consult a Union Steward or an attorney regarding an incident of sex- or gender-based harassment or discrimination and/or to report the incident to the Nevada Equal Rights Commission (NERC) or to the Equal Employment Opportunity Commission (EEOC). An employee or other alleged victim of sex- or gender-based harassment or discrimination may go directly to the NERC or the EEOC if:

19.3.8.1 The alleged harasser is a public Officer as defined in NRS 284.005; or,

19.3.8.2 The employee believes their supervisor, next level authority, an Officer, director, or the Administrator of the Division of Human Resource Management, knew or should have known about the alleged harassment and failed to take appropriate steps.

- 19.3.9 Failure to report a claim of sex- or gender-based harassment or discrimination internally to the Employer may jeopardize the standing of any legal claim brought by an employee.

19.4 UNLAWFUL DISCRIMINATION PROCEDURE

- 19.4.1 An employee alleging unlawful discrimination based on any pertinent State or Federal law or regulation may report the alleged discrimination to:
 - 19.4.1.1 The section of the Division of Human Resource Management that investigates sexual harassment and discrimination;
 - 19.4.1.2 The Attorney General;
 - 19.4.1.3 The employee’s Appointing Authority, or designee;
 - 19.4.1.4 An Equal Employment Opportunity Officer;
 - 19.4.1.5 A Human Resources Officer of the Department/Division in which the employee is employed; or,
 - 19.4.1.6 The office charged with enforcing affirmative action within the appropriate university, state college, or community college which is part of the Nevada System of Higher Education (NSHE).
- 19.4.2 An employee alleging unlawful discrimination based on any pertinent State or Federal law or regulation may also file a complaint with the NERC pursuant to NRS 613.405 or the United States EEOC.
- 19.4.3 The Appointing Authority, or designee, of an employee who has alleged unlawful discrimination shall promptly notify the Deputy Attorney General or staff counsel assigned to represent the Department/Division of the allegation and the actions which are being undertaken by the Department/Division to address the allegation.

Article 20. Discipline

- 20.1 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.
- 20.2 When discipline is necessary, a progressive disciplinary model will be used.

20.3 PROGRESSIVE DISCIPLINE

- 20.3.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
 - 20.3.1.1 Oral Warning
 - 20.3.1.2 Written Reprimand

- 20.3.1.3 Disciplinary transfers and/or removal of assignments (Example – removal from CERT, Rangemaster etc.).
- 20.3.1.4 Suspension Without Pay for a minimum of one (1) to a maximum of thirty (30) days.
- 20.3.1.5 Demotion from Senior Corrections Officer to Corrections Officer, or in the case of Forensic Specialists from a Forensic Specialist III to a Forensic Specialist II, or a Forensic Specialist II to a Forensic Specialist I.
- 20.3.1.6 Dismissal (Termination) from State service.
- 20.3.2 It is agreed that consistent with the principles of just cause, 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 Oral Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.
- 20.3.3 If the Department/Division is considering a disciplinary transfer between institutions for an employee, the transfer will not be to an institution greater than fifty (50) miles from the prior duty location.
- 20.3.4 Consistent with the just cause standard, off-duty conduct will not be subject to discipline without showing a real and substantial nexus to the workplace.

20.4 LAST CHANCE AGREEMENT (LCA)

- 20.4.1 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.
- 20.4.2 In the event an employee continues to have documented disciplinary issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may at their sole discretion, elect to enter into an LCA for that employee and negotiated with the Union prior to executing dismissal from service.
- 20.4.3 LCAs shall specifically identify the action/conduct which will be deemed a violation and shall be for a duration no greater than five (5) years. In the event that the Appointing Authority determines that the LCA has been violated, an employee may still avail themselves of Article 21 Grievance Procedure, beginning at Step 4 - Arbitration, but limited to the issue of whether the employee did in fact violate the LCA. In the event that an arbitrator determines that the LCA was violated, the arbitrator shall not be permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.
- 20.4.4 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 Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

20.5 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

- 20.5.1 The Employer may discipline an employee for reasons related to their performance.
- 20.5.2 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.
- 20.5.3 The Employer will:
 - 20.5.3.1 Notify the employee in writing of the deficiency and provide an explanation of the Employer's position.
 - 20.5.3.2 The notice shall include:
 - 20.5.3.2.1 Specific instances of unacceptable performance by the employee on which the proposed action is based;
 - 20.5.3.2.2 The performance standards/elements of the employee's job classification involved in each specification of unacceptable performance; and,
 - 20.5.3.2.3 A description of the efforts made by the Employer to assist the employee in improving performance.
 - 20.5.3.3 Meet with the employee, and their Union Steward (if chosen) to hear the employee's explanation, unless the employee is unavailable or unwilling to meet; and,
 - 20.5.3.4 After determining the appropriate discipline, give the employee written notice of the disciplinary action to be taken, and the employee's appeal rights, and inform the employee of the effective date of the disciplinary action.
- 20.5.4 *Performance Appraisals*
 - 20.5.4.1 When a report on performance is given which reports the overall rating of performance of an employee as substandard:
 - 20.5.4.1.1 The report must contain a written notice that such reports affect merit pay increases; and,
 - 20.5.4.1.2 An additional report on the performance of the employee must, in accordance with NRS 284.340(4), be filed at least once every ninety (90) days after the initial report that includes the substandard rating until the performance of the employee improves to standard or disciplinary action is taken against the employee. If the subsequent

- reports are not performed prior to the 90-day requirement, the employee's performance shall be deemed standard/satisfactory for said period.
- 20.5.4.1.3 If a supervisor meets with an employee to discuss a matter of performance or behavior, the meeting shall be held in a private location.
 - 20.5.4.1.4 If the Department/Division and the employee enter into a Performance Improvement Plan (PIP) to address the deficiencies outlined in the employee's performance evaluation, the PIP will be completed to identify the following:
 - 20.5.4.1.5 An identification of the performance standards/elements for which performance is unacceptable;
 - 20.5.4.1.6 A description of what the Employer will do to assist the employee and a description of what the employee must do to improve the unacceptable performance during the ninety (90) day appraisal period; and,
 - 20.5.4.1.7 Failure to meet standards outlined in the PIP at the end of the ninety (90) day appraisal period may result in disciplinary action up to and including dismissal.

20.6 INVESTIGATIONS

- 20.6.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Rights of Peace Officers statutes under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.
- 20.6.2 No member of the bargaining unit shall be permitted to conduct any investigation of another member of the bargaining unit. Investigations of members of the bargaining unit will be supervised and conducted by peace officers, with the sole exception of investigations into acts of discrimination and/or other violations of State or Federal civil rights laws which may be conducted by non-peace officers from the DHRM. However, the DHRM investigators shall still be required to comply with all other aspects of the Peace Officer's Bill of Rights as stated in NRS Chapter 289. A peace officer who is the subject of an internal administrative investigation will receive a completed copy of a Notice of Allegations of Misconduct consistent with NRS 289.060 within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee. If the Notice of Allegations of Misconduct is to be served on the employee in person, the employee shall be notified of this prior to

such service and shall have the right to have their representative(s) present.

- 20.6.3 If the employee requests a union representative at any point during service of paperwork, discussion of any investigation, or during an investigative interview, and reasonably believes an investigative interview may result in disciplinary action, the employee may reschedule the meeting for another reasonable time in order to secure representation during the interview.
- 20.6.4 Prior to any interrogation or investigatory interview, the employee shall be given a reasonable period of time to secure representation. If the employee's chosen representative(s) are unavailable, the interrogation or interview will be rescheduled within a reasonable amount of time to permit the representative(s) to attend and assist the employee.
- 20.6.5 Prior to any interrogation or investigatory interview, the employee and their representative(s) shall be afforded an opportunity to review all video, written or typed reports, photographic, and/or audio evidence in the possession of the investigator.
- 20.6.6 No employee will be questioned without being given the protections of Garrity as required by the Nevada Supreme Court's decision in *Gandy v. State*, 96 Nev. 180, 607 P.2d 581 (1980). There will be no threats of insubordination related to a refusal to answer questions in a criminal investigation for accused employees or witnesses.
- 20.6.7 Employees have a statutory right to engage in concerted activity for mutual aid or protection, 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:
- 20.6.7.1 *You are hereby directed not to contact any employees, unless they are persons with designated Departmental authority, involved in this internal 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.*

20.7 ADJUDICATION OF ALLEGATIONS

- 20.7.1 Adjudications are based upon a review of the completed misconduct investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation. The Warden/Division Head, or designee, will make a finding for each

allegation and that finding should fall into one of the following categories of disposition:

- 20.7.1.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.
 - 20.7.1.2 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.
 - 20.7.1.3 Exonerated - The conduct or act occurred but was justified, legal and proper.
 - 20.7.1.4 Unfounded - The alleged act did not occur.
 - 20.7.1.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.
- 20.7.2 At the conclusion of any investigation, the Appointing Authority, or designee, will adjudicate the case under the standards set forth above. If the adjudication is “Sustained”, the Appointing Authority shall determine consistent with the just cause standard whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, will consider progressive discipline and the seriousness of the offense.
- 20.7.3 If the Appointing Authority, or designee, elects not to take disciplinary action, or if allegations related to an investigation do not result in disciplinary action, the employee will be provided with a notice that any investigation is complete and that no disciplinary action will be imposed.
- 20.7.4 An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 Specificity of Charges form within one hundred twenty (120) calendar days after the employee is provided notice of the allegations. If the HR-41 is to be served on the employee in person, the employee shall be notified of this prior to such service and shall have the right to have a representative(s) present.

20.8 PRE-DISCIPLINARY HEARING

- 20.8.1 If, following an investigation, an Appointing Authority, or designee, proposes that an employee receive a disciplinary transfer or removal of assignment, or be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing before the proposed action must be followed:
 - 20.8.1.1 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) working 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.

- 20.8.1.2 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.
- 20.8.1.3 The Appointing Authority, or 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 designee, will render the final decision.
- 20.8.2 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may inspect any evidence in the possession of the Department/Division and submit a response. The Department/Division must consider any such response before making a recommendation to impose punitive action against the employee.
- 20.8.3 The employee may request Administrative Leave with pay for up to forty (40) hours to prepare for a Pre-Disciplinary Hearing regarding a disciplinary transfer, removal of assignment, suspension, demotion, or dismissal from service.
- 20.8.4 This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet together to discuss the proposed disciplinary action. The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 20.8.5 The employee may respond both orally and in writing at the Pre-Disciplinary Hearing.
- 20.8.6 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 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.

20.9 GRIEVANCES OF DISCIPLINARY ACTION

- 20.9.1 An employee may file a grievance relative to disciplinary action under Article 20, Grievance Procedure within fifteen (15) working days, or file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390.
- 20.9.2 Once an employee has properly filed a grievance under Article 21, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

Article 21. Grievance Procedure

- 21.1 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.
- 21.2 "Grievance" means an act, omission, or occurrence that an employee believes to be an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to, compensation, working hours, working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, or regulation relating to the employee's employment, imposition of discipline, or other adverse employment actions.
- 21.3 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:
 - 21.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 19, Unlawful Discrimination.
 - 21.3.2 A change in classification or the allocation of positions (NRS 284.165)
 - 21.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
 - 21.3.4 A denial of Catastrophic Leave (NRS 284.3629)1
 - 21.3.5 Reprisal or retaliatory action against a State Officer or employee who discloses improper governmental action (NRS 281.641)
- 21.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.
- 21.5 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:

- 21.5.1 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,
- 21.5.2 The adjustment of the grievance is not inconsistent with the provisions of the CBA or any supplemental bargaining agreement then in effect.
- 21.6 Employees who decline the Union's representation assume full responsibility for their grievance and the Union is relieved of its duty to represent those employees.
- 21.7 Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) working days after the date of the incident giving rise to the alleged grievance or the date the grievant or the Union 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 fifteen (15) working days after the effective date of the discipline at the step set forth in Article 20, Discipline.

21.8 FILING AND PROCESSING A GRIEVANCE

21.8.1 Procedure

- 21.8.1.1 Except as otherwise provided below, the procedure to resolve grievances set forth in this Article is the exclusive means available for resolving grievances.
- 21.8.1.2 An employee in a bargaining unit who has been dismissed, demoted, or suspended may pursue a grievance related to that dismissal, demotion, or suspension through: the grievance procedure provided in this Article; or the procedure prescribed by NRS 284.390.
- 21.8.1.3 An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through: the grievance procedure provided in this Article; or the procedure prescribed by NRS 288.115.

*Catastrophic Leave shall be processed in accordance with NRS 284.3629 et. seq., however, in the event of an adverse decision by the Catastrophic Leave Committee, the employee may choose to file a grievance under this Article beginning at Step 4.

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

21.9 GRIEVANCE PROCEDURE

- 21.9.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below.
- 21.9.2 All Union Stewards, and the Officers of FOP Nevada, C.O., Lodge 21 identified in the annual filing with the State of Nevada Government Employee Management Relations Board ("EMRB"), shall be provided a level of access to the Employer's electronic grievance reporting system so they may monitor and review grievances filed by bargaining unit employees. Furthermore, the General Counsel for FOP Nevada, C.O., Lodge 21 identified in the annual filing with the EMRB shall be provided with the same level of access.

21.9.3 *Non-Disciplinary Grievances*

21.9.3.1 Step 1 - Lieutenant

- 21.9.3.1.1 Step 1 of the grievance process is the attempt by the grievant and their representative, if any, and the Lieutenant in the grievant's chain of command to resolve the dispute. The Lieutenant will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within seven (7) working days following receipt of the grievance, absent extenuating circumstances.

21.9.3.2 Step 2 - Warden or Division Administrator for Forensic Specialists

- 21.9.3.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may present the grievance to the Warden of their Institution, or in the case of Forensic Specialists to their Division Administrator within seven (7) working days from the date of the written response from the Lieutenant. The Warden or Division Administrator may designate an Associate Warden or Deputy Division Administrator to respond on their behalf.
- 21.9.3.2.2 The Warden, Division Administrator, or 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 seven (7) working days following receipt of the grievance, absent extenuating circumstances.
- 21.9.3.2.3 If the grievant wishes to escalate the grievance to the next step they or their representative, if any, must do so within seven (7) working days from the date of the written response from the Warden or Division Administrator or their designee.

21.9.3.3 Step 3 - Department Head, or Designee

- 21.9.3.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may present the written grievance to the Department head, or designee.
- 21.9.3.3.2 The Department head, or 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 seven (7) working days following receipt of the grievance.
- 21.9.3.3.3 If the grievant wishes to escalate the grievance to the next step they must do so within seven (7) working days following receipt of the written response from the Department Head, or designee.

21.9.3.4 Step 4 - Arbitration

- 21.9.3.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, or the Union may demand to arbitrate the dispute by sending a written notice to the DHRM LRU within thirty (30) calendar days of the receipt of the Step 3 decision.
- 21.9.3.4.2 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.
- 21.9.3.4.3 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 arbitrator selected an estimate of one half of the total arbitration expenses and prepay this amount to the arbitrator. Additionally, if the arbitrator requires the services of a court reporter, the employee will be required to obtain an estimate of one-half of the total expenses for the services and prepay this amount to the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate to ensure compliance with the collective bargaining agreement.

21.10 DISCIPLINARY GRIEVANCES

- 21.10.1 All grievances of a suspension, demotion or termination shall be filed at the Step 3- Department Head, or designee level. Grievances of Written Reprimands will be filed at the Step 2 - Warden (or Division Administrator for Forensic Specialists) level. Grievances of discipline or corrective action less than a Written Reprimand will be filed at the

Step 1-Lieutenant level. The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

21.11 ARBITRATION PROCEDURE

- 21.11.1 In the event that the parties do not otherwise agree to an arbitrator, upon a demand for arbitration being made, 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. Each side will alternatively strike names, with the employee or the Union striking first until only one name remains.
- 21.11.2 The award of the arbitrator shall be final and binding. The arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from any provision of this Agreement. The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the arbitrator's transcript, 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.
- 21.11.3 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case or an appeal under NRS 284.390, 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.
- 21.11.4 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned award, the DHRM LRU will provide a copy of the award to the Union.
- 21.11.5 Failure to Meet Timelines
 - 21.11.5.1 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.
 - 21.11.5.2 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 procedure.
- 21.11.6 Expedited Arbitration Procedure
 - 21.11.6.1 In the event the parties agree, and in all arbitrations involving a Written Reprimand or lower levels of discipline/corrective action this expedited arbitration procedure shall be utilized.
 - 21.11.6.2 Expedited arbitration shall be limited to one day. 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.

There shall be no post hearing briefs and, and the arbitrator will announce his award orally that day. Thereafter, the award will be reduced to a brief writing setting forth the reasons by the parties for signature by the arbitrator. Expedited arbitration decisions shall not constitute, nor be used as, bargaining unit precedent.

21.11.7 Miscellaneous

21.11.7.1 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.

21.11.7.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of the parties.

21.11.7.3 The issue of non-grievability may be properly raised by the Department/Division at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances.

21.11.7.4 The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement.

Article 22. Union/Management Dispute Resolution

22.1 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.

22.2 THE EXECUTIVE DEPARTMENT

22.2.1 The State of Nevada, also referred to as the “Employer,” 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 288. As the certified units span multiple State Departments/Divisions, no single State Department/Division has this authority absent the involvement and approval of the LRU.

22.3 THE UNION

22.3.1 Unit I 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 I under NRS 288.

22.4 DISPUTE RESOLUTION

22.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to the LRU at laborrelations@admin.nv.gov or to FOP, at lunkwitzfop21@yahoo.com, respectively.

22.4.2 The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments/Divisions to foster and support Union/Management relations or to discuss issues that arise. However, communications with a single Department/Division are not formal collective bargaining communications under NRS 288.

22.5 UNION GRIEVANCES

22.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. 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 this Agreement prior to filing formal complaints with a judicial body, such as the EMRB or a Court.

22.5.2 In the event the Union has a dispute 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 Grievance Procedure of this Agreement, beginning at Step 4. Such grievance should also be copied to the Department/Division within which the Union has identified their grievance, if any.

22.6 SUCCESSOR CLAUSE

22.6.1 Union Grievance(s) filed during the term of this Agreement will be processed to completion in accordance with the provisions during the same term of this Agreement.

Article 23. Layoff & Reemployment

23.1 LAYOFF

- 23.1.1 The Employer may lay off employees whenever it is determined to be necessary because of a position being abolished, lack of work, lack of funds, or other reasons that do not reflect discredit on the services of the employees.
- 23.1.2 A Department/Division shall identify positions for purposes of a layoff.
- 23.1.3 For the purposes of this Article, divisions within the DHHS and NSHE are considered to be Departments.
- 23.1.4 Such positions may be identified on the basis of any factors consistent with this Article.
- 23.1.5 The Department/Division will notice employees affected by the layoffs and the Union of intended layoffs within thirty (30) calendar days of the effective date of layoffs.
- 23.1.6 The order of layoff due to reduction in force shall be in the following order:
 - 23.1.6.1 Emergency employees.
 - 23.1.6.2 Temporary employees.
 - 23.1.6.3 Provisional employees.
 - 23.1.6.4 Probationary employees.
- 23.1.7 If additional reductions are necessary, permanent employees will be transferred, take a voluntary demotion, or be laid off in reverse order of seniority identified for lay off.
- 23.1.8 Employees affected by the layoff shall be provided rights pursuant to NRS 286.3007.
- 23.1.9 *Transfers*
 - 23.1.9.1 If an employee is eligible to transfer, they will be provided the position and location where they have a right to transfer.
 - 23.1.9.2 For the contract term of July 1, 2023, through June 30, 2025, 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 five thousand dollars (\$5,000.00) to assist with moving expenses to transfer to another facility. The employee may be granted up to forty (40) hours of paid Administrative Leave to complete their relocation.
 - 23.1.9.3 An offer of a transfer must be responded to in writing within five (5) working days of receipt of the offer.
 - 23.1.9.4 An employee who transfers will be paid at the same grade and step they held in their pre-transfer position.

23.1.10 *Voluntary Demotions*

- 23.1.10.1 If an employee is eligible to take a voluntary demotion, they will be provided the position and location where the voluntary demotion is situated.
- 23.1.10.2 An offer of a voluntary demotion must be responded to in writing within five (5) working days of receipt of the offer.
- 23.1.10.3 If an employee accepts a voluntary demotion, they will be paid at a step in the grade of the class to which they were demoted which is equal to or less than the base rate of pay from which they were demoted, but not greater than the highest step of the class to which they were demoted.
- 23.1.10.4 An employee who accepts a voluntary demotion will maintain their seniority as defined above.

23.1.11 *Layoff*

- 23.1.11.1 An affected permanent employee shall be compared for the purposes of seniority relative to layoff only with other employees in the same Department/Division affected by the reduction in force.

23.2 REEMPLOYMENT

- 23.2.1 Former employees who were in permanent status at the time of separation by a reduction in force shall have reemployment rights within the classified service, for a period of two (2) years, in accordance with this Article.
- 23.2.2 It is the responsibility of the employee to update their contact information for the purpose of remaining on the reemployment list.
- 23.2.3 After three (3) unsuccessful documented attempts by the Employer to contact a former permanent employee for reemployment within a ten (10) working-day period, the former permanent employee's name will be removed from the reemployment list.
- 23.2.4 Former permanent employees shall be offered reemployment from layoff in order of seniority.
- 23.2.5 Former permanent employees will first be offered reemployment in the class or a comparable class and pay grade in the Department and geographical area from which they were laid off, if available.
- 23.2.6 If no comparable position exists in their geographical area, the employee will be offered a comparable position in a different geographical area, if available.
- 23.2.7 Former permanent employees may be offered a reemployment position in a lower class and pay grade as that held at the time of their separation, provided they have made application for said position and they meet the minimum qualifications.

- 23.2.8 If an employee is offered and accepts reemployment in a lower class and pay grade than that held at the time of layoff, they will remain on the reemployment lists for all classes and pay grades for which they expressed interest and meet the minimum qualifications, up to and including the class and pay grade held at layoff.
- 23.2.9 Former permanent employees may be offered reemployment from layoff to positions within Departments other than the Department from which they were laid off.
- 23.2.10 The position offered for reemployment in a different Department must be in the same class or comparable class and pay grade, or a lower class and pay grade than that held at the time of the former permanent employee's separation, provided they have made application for said position and meet the minimum qualifications.
- 23.2.11 When a Department intends to fill a position and there are more than one eligible former permanent employees with reemployment rights under this Article, the Department shall select the former permanent employee who has the highest continuous State seniority.
- 23.2.12 A former permanent employee who is offered reemployment must respond within seven (7) business days after the date of the offer letter, or after electronic mail has been sent.
- 23.2.13 If the former permanent employee was subject to a background check, polygraph, and/or psychological examination upon initial appointment, when recalled to their former job classification within the Department from which they were laid off they will be subject to a pre-reemployment background check, a polygraph, and/or psychological examination.
- 23.2.14 The recalled employee must report for duty on the date agreed to between the Employer and the employee or be considered to have abandoned their reemployment rights.
- 23.2.15 An employee who is reemployed under this Article is entitled to the restoration of the accrued and unused Sick Leave remaining in their account at the time of layoff for which they did not receive payment.
- 23.2.16 An employee who is reemployed under this Article is entitled to buy back up to the balance of the Annual Leave for which they received payment in a lump sum on the date of layoff. The rate of pay at which the employee is reemployed applies to the buying back of Annual Leave. An employee who is reemployed under this Article accrues Annual Leave at a rate based on their total State service. The employee may use the Annual Leave immediately upon accruing it.

23.3 SENIORITY DATE WHEN REEMPLOYED

- 23.3.1 If an employee is reemployed under this Article, there will be no change to their continuous State service date.

Article 24. Separation

24.1 RESIGNATION

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

24.2 DISABILITY SEPARATION

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

24.2.2 *Reinstatement from Disability Separation*

- 24.2.2.1 Employees who have been separated from service due to a disability may be eligible for reinstatement if they have recovered from the condition under which they were separated from service. Upon reinstatement, all conditions of employment for that employee at the time of separation shall also be reinstated, to the extent practicable.

24.3 DISABILITY RETIREMENT

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

Article 25. Union/Management Communication Committees

25.1 PURPOSE

25.1.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

25.2 DEPARTMENT OR DIVISION-LEVEL COMMITTEES

25.2.1 Department or Division-level Statewide Union/Management Communication Committees will be established to discuss and exchange Department/Division-specific information of a group nature and general interest to both parties.

25.2.2 The discussion and exchange of information pertaining to a local or Department/Division matter will be addressed to the lowest level Committee. In the event there is not a Committee below the Department/Division level, such matters will be addressed at the Department/Division level.

25.3 AD HOC COMMITTEES

25.3.1 Committees to address specific issues may be established by mutual agreement at a Department/Division level Committee.

25.3.2 Local and sub-Department/Division-level Committees may only be established by mutual agreement at a Department/Division-level Statewide Committee meeting and mutually agreed upon by the parties.

25.4 SAFETY COMMITTEES

25.4.1 The Employer and the Union must establish Joint Safety Committees according to this Article and Article 10, Safety & Health.

25.5 SCOPE OF AUTHORITY FOR COMMITTEES

25.5.1 All Committee meetings established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings.

- 25.5.2 For Committees established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.
- 25.5.3 Committees have no ability to take any action, are not open to the public, and the parties agree that there is no intent for the Committees under this Agreement to be public bodies under NRS 241.

Article 26. Union Rights

26.1 RIGHT TO UNION MEMBERSHIP

- 26.1.1 Employees have the right to become a member of the Union.

26.2 RIGHT TO UNION REPRESENTATION

- 26.2.1 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 a reasonable time frame to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.
- 26.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.
- 26.2.3 Union representation is not free of charge and the Union may charge fees to provide representation.

26.3 UNION RIGHTS

- 26.3.1 Authorized Union Representatives shall have access to and be admitted to non-public areas of Employer worksites during working hours as delineated below, subject to reasonable security requirements. Such access shall be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement including interviewing grievants and attending grievance hearings/conferences.

26.4 ACCESS FOR UNION REPRESENTATIVES

- 26.4.1 Union Representatives will have access to the Employer's offices or facilities in accordance with Department/Division policy to carry out representational activities.
- 26.4.2 Whenever practicable, the Union Representatives will give notice to the Employer that they will be on site no later than forty-eight (48) hours prior to their arrival.
- 26.4.3 The Employer reserves the right to restrict access to Department/Division premises if the Union's request for access is unreasonable or interferes with business need or operations or is in conflict with Department/Division policy.
- 26.4.4 In accordance with this Article, Union Representatives and bargaining unit employees may also meet in non-work areas, or other Employer-designated areas, during the employee's meal breaks, rest periods, and before and after their shifts.

26.5 BULLETIN BOARDS

- 26.5.1 The Employer will maintain bulletin board(s), or space on existing bulletin boards currently provided, to the Union for Union communication. In facilities where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union with adequate bulletin board space in convenient places, including on web-based forums if available. The website www.fopncol21.com will be allowed to be accessed during all hours via a State-owned computer. Any associated websites such as www.fop.net will also be accessible during all hours via a State-owned computer.
- 26.5.2 The Union shall be responsible for all items posted on the bulletin board.
- 26.5.3 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. In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 26.5.4 Union communications will not be posted in any other location on Department/Division premises.
- 26.5.5 The Union may be permitted to place and distribute materials at mutually agreed to locations frequented by employees, before and after work, and during meal breaks and rest periods.

26.6 USE OF STATE FACILITIES & EQUIPMENT

26.6.1 Meeting Space & Facilities

26.6.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's/Division's policy, availability of the space, and with prior written authorization of the Employer.

26.6.2 Supplies & Equipment

26.6.2.1 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 the 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/Division business.

26.6.3 Email, Fax Machines, the Internet, & Intranets

26.6.3.1 Employees may use State-operated email to request Union representation. Union Stewards may use State-owned/operated equipment communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 21, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

- 26.6.3.1.1 Result in little or no cost to the Employer.
- 26.6.3.1.2 Be brief in duration and frequency.
- 26.6.3.1.3 Not interfere with the performance of their official duties.
- 26.6.3.1.4 Not distract from the conducting of State business.
- 26.6.3.1.5 Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.
- 26.6.3.1.6 Not compromise the security or integrity of State information or software.
- 26.6.3.1.7 Not include general communication and/or solicitation with employees.

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

26.7 UNION STEWARDS

- 26.7.1 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.
- 26.7.2 The Union shall notify the DHRM LRU of any changes within twenty (20) working days.
- 26.7.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not be unreasonably denied.
- 26.7.4 Representational duties will be coded to Union Leave on the Union Steward’s timecard.

26.8 TIME AWAY FROM WORK FOR UNION ACTIVITIES

- 26.8.1 Union approved members may be allowed to access Union Business Leave or LWOP to attend Union-sponsored meetings, training sessions, conferences, and conventions, and Union Leave for representation matters. Time away from work for these activities must be approved in advance and in writing by their Department/Division.
- 26.8.2 The employee’s time away from work will not interfere with the operating needs of the Department/Division, as determined by the Employer.
- 26.8.3 The Union will provide the Department/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 no later than fourteen (14) calendar days prior to the activity, whenever feasible.
- 26.8.4 Effective July 1, the Union will have an aggregate pool of five thousand (5,000) hours to draw from for Union Leave during Legislative session years and four thousand (4,000) on non-legislative years. The pool of hours does not roll over from fiscal year to fiscal year. Should the Union exhaust all hours in the pool prior to the end of the fiscal year, they must submit a request in writing to the DHRM LRU for additional hours.
- 26.8.5 *Union Leave*
 - 26.8.5.1 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/Division.

- 26.8.5.2 Union Leave will be considered for approval or disapproval by the Department/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/Division for consideration.
- 26.8.5.3 No Overtime or Compensatory Time will be incurred as a result of the use of Union Leave.
- 26.8.5.4 Union Stewards and other union designated employees are responsible for coding their time appropriately when using Union Leave.
- 26.8.5.5 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 as soon as practicable and include a list of all bargaining unit employees on whose behalf the request is being made. Employees on the Union's bargaining team may be released, for all scheduled bargaining dates and reasonable preparation time dates, as submitted by the Union. Department's/Divisions may not unreasonably deny leave requests for collective bargaining.
- 26.8.5.6 The DHRM LRU will notify the appropriate Departments/Divisions with a list of the names of employees approved for Union Leave to participate in collective bargaining and all dates for which they are approved.

26.9 NEW EMPLOYEE ORIENTATION

- 26.9.1 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.
- 26.9.2 In the event the Employer does not hold a formal orientation within thirty (30) 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/Division and operational needs.

26.9.3 The Employer will provide access to Union materials to new employees.

26.10 INDEMNIFICATION

26.10.1 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 such as Union Leave, access to new employees, disbursement of Union materials, Union training, and conferences.

Article 27. Mid-Contract Bargaining or Impact Bargaining

27.1 The Employer will satisfy its collective bargaining obligation before making changes to conditions of employment.

27.2 The Employer, through the DHRM LRU, will notify the Union of the proposed change(s) in writing, citing this Article. The written notice will include:

27.2.1 A description of the intended change, including information relevant to the impacts of the change on bargaining unit employees, and a list of the job classifications and names of affected employees known.

27.2.2 Where the change will occur; and,

27.2.3 The date the Employer intends to implement the change.

27.3 Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiation over the proposed change(s). The written notice requesting bargaining must be filed with the DHRM LRU at laborrelations@admin.nv.gov. The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change. In the event the Union does not request negotiations within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussion or bargaining.

27.4 The parties, through the DHRM LRU, will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.

27.5 Only when the parties agree to negotiate a successor Agreement due to expiration will the entire Agreement be eligible for reopening for negotiation.

Article 28. Political Activity

- 28.1 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:
- 28.1.1 Directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving, any assessment, subscription, or monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department/Division and who is a subordinate of the solicitor.
 - 28.1.2 Engage in political activity during working hours to improve the chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay.
- 28.2 The Federal Hatch Act prohibits certain types of political activity on the part of State employees whose principal employment is in a federally funded program.
- 28.3 No bargaining unit member will be required to participate in political activity of any fashion. No bargaining unit member will be required to be present at any political meeting or event, either on or off duty.

Article 29. Disclosure of Improper Governmental Action

- 29.1 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:
- 29.1.1 In violation of any State law or regulation; or,
 - 29.1.2 An abuse of authority; or,
 - 29.1.3 Of substantial and specific danger to the public health or safety; or,
 - 29.1.4 A gross waste of public money.
- 29.2 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.
- 29.3 The Employer will take any disclosure of improper governmental action very seriously. If a disclosing employee feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the employee must

submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of “Whistleblower” Retaliation form.

29.4 FRAUD HOTLINE

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

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

Article 30. Strikes & Lockouts

30.1 LOCKOUT

30.1.1 During the term of this Agreement, the Employer shall not lock out any employees. If the Employer violates this provision, the Union may take such action as it may deem appropriate, and which is allowed under the law.

30.2 STOPPAGES & STRIKES

30.2.1 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 31. Entire Agreement

31.1 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, 2023.

31.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Departmental/Divisional rules, policies, and regulations on the same matters except as otherwise specifically provided herein.

31.3 The parties acknowledge that during the negotiation of this initial 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 32. Savings Clause

- 32.1 If any court or administrative agency of competent jurisdiction finds any Article, Section, Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties will negotiate a substitute Article, section, subsection, or language of the affected portion of this Agreement that will take effect pending any appeal and will replace the original language only in the event that the finding is not reversed by an appellate court or court of competent jurisdiction. At the request of either party, negotiations under this clause will begin within thirty (30) calendar days from a finding that an Article, section, subsection, or portion of this Agreement is unlawful or invalid.

Article 33. Appropriations

- 33.1 The parties recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations.
- 33.2 Legislative appropriation less than the bargained for value of economic articles will be implemented pursuant to legislative prioritization if applicable.
- 33.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 33.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

Article 34. Distribution of Agreement

- 34.1 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.
- 34.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.
- 34.3 If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

Article 35. Term of Agreement

- 35.1 All provisions of this Agreement will become effective July 1, 2023 and will remain in full force and effect through June 30, 2025; 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.
- 35.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later than August 31 of the year prior to expiration. If notice is given, negotiations shall convene no later than September 30, at a time agreed upon by the parties.

Execution of Agreement


In witness thereof, the State of Nevada and the Fraternal Order of Police (FOP), Correctional Officers Lodge 21, have caused these presents to be duly executed by their authorized representatives on this 11th day of May, 2023.

State of Nevada

FOP



By: Mandee Bowsmith, Chief Negotiator



Paul Lunkwitz, Chief Negotiator

Appendices

Appendix A

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

Job Title/Option	Grade
Correctional Officer	35
Correctional Officer Trainee	33
Forensic Specialist I	30
Forensic Specialist II	32
Forensic Specialist III	34
Senior Correctional Officer	36

Appendix B

Salary Schedule

Joe Lombardo
Governor



Amy Stephenson
Director

Robin Hager
Deputy Director

Jim Rodriguez
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 9, 2023
To: Amy Stephenson, Clerk of the Board
Governor's Finance Office
From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office
Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

**DEPARTMENT OF ADMINISTRATION –
DIVISION OF HUMAN 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 Battle Born Firefighters Association (BBFFA) for the 2023-2025 biennium for Bargaining Unit K, comprised of fire fighters.

Additional Information:

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

Statutory Authority:

NRS 288.555 (1)

REVIEWED: AT

ACTION ITEM: _____



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

MEMORANDUM

May 10, 2023

TO: Clerk of the Board of Examiners

THROUGH: Jack Robb, Director, Department of Administration

FROM: Mandee Bowsmith, Administrator, Division of Human Resource Management

SUBJECT: Consideration and Approval of the Battle Born Fire Fighters Association Collective Bargaining Agreement for 23-25

Pursuant to Senate Bill (SB) 135 (2019), codified as NRS 288.400, et. seq., the State of Nevada and the , began negotiations for a successor collective bargaining agreement (CBA) in March 2023.

In March 2023, the parties reached a tentative agreement, and the attached agreement was ratified by BBFFA membership in April 2023.

Request in Front of the Board

Pursuant to NRS 288.555¹, the Division of Human Resource Management (DHRM), Labor Relations Unit (LRU) is respectfully placing the BBFFA CBA for the contract term of July 1, 2023, through June 30, 2025, in front of this Board for review and approval.

¹ **NRS 288.555 Collective bargaining agreements must be approved by the State Board of Examiners at public hearing.**

1. Any new, extended or modified collective bargaining agreement or similar agreement between the Executive Department and an exclusive representative must be approved by the State Board of Examiners at public hearing.
2. Not less than 3 business days before the date of the hearing, the State Board of Examiners shall cause the following documents to be posted and made available for downloading on the Internet website used by the State Board of Examiners to provide public notice of its meetings:
 - a. The proposed agreement and any exhibits or other attachments to the proposed agreement;
 - b. If the proposed agreement is a modification of a previous agreement, a document showing any language added to or deleted from the previous agreement; and
 - c. Any supporting material prepared for the governing body and relating to the fiscal impact of the agreement.
3. At the hearing, the State Board of Examiners shall consider the fiscal impact of the agreement.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2023.

Material Changes from the 21-23 CBA

The following items are notable items in this CBA:

- This Agreement covers firefighters in the Nevada Division of Forestry (NDF) primarily assigned to wildland fire incident management, and firefighters in the Office of the Military.
- Effective July 1, 2023, the salary schedules for Bargaining Unit K will be increased by eight percent (8%).
- Effective July 1, 2024, the salary schedules for Bargaining Unit K will be increased by four percent (4%).
- For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023.
- Employees covered under this Agreement are entitled to Incident Pay for the hours not worked while assigned to an incident. Incident Pay is equivalent to ten percent (10%) of the employee's regular hourly rate of pay.
- Employees whose activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) qualify for twenty-five percent (25%) of their regular hourly rate of pay for all hours worked during any calendar day when performing the qualifying activity/activities.
 - When working overtime, the Hazard Pay is calculated at twenty-five percent (25%) of the employee's regular hourly rate of pay.
- Holiday Pay – Employees covered under this Agreement will be compensated for Holiday Pay at their regular hourly rate of pay for the hours they would normally work in the regular schedule, even though they do not work.
- Holiday Premium Pay – Employees covered under this Agreement will be compensated for working on a designated holiday for their regular hourly rate of pay for the hours they are normally scheduled to work, and additionally Holiday Premium Pay at their regular hourly rate of pay for the hours they actually work on the designated holiday.
- Fitness Incentive – All employees covered under this Agreement will abide by Department/Division policies regarding physical fitness training. NDF employees covered under this Agreement are entitled to receive forty dollars (\$40.00) per month to support their fitness.
- Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year.
- Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out.

Fiscal Impact

The Executive Department has determined the total fiscal impact of this CBA to be \$86,474 for the biennium, assuming upper limit values where actual utilization cannot be determined and omitting Incident Pay and Hazard Pay for lack of sufficient information to estimate.

Thank you for your consideration.

Attachments: BBFFA - Collective Bargaining Agreement
BBFFA - Ratification Certification
BBFFA - 23-25 CBA Fiscal Impact Statement

2023-25 Biennium Collective Bargaining Fiscal Impact Analysis
 Bargaining Unit K - Firefighters
 with **Battle Born Fire Fighters Association (BBFFA)**

In Governor's Recommended budget:	
FY 2024 FTE	96
FY 2025 FTE	96

Estimated Fiscal Impact:	
FY 2024	FY 2025

Key changes in this agreement:

<ul style="list-style-type: none"> This Agreement covers firefighters in the Nevada Division of Forestry (NDF) primarily assigned to wildland fire incident management, and firefighters in the Office of the Military. 	\$	- \$	-	No fiscal impact
<ul style="list-style-type: none"> Effective July 1, 2023, the salary schedules for Bargaining Unit K will be increased by eight percent (8%) 	\$	- \$	-	Included in Governor Recommended Budget
<ul style="list-style-type: none"> Effective July 1, 2024, the salary schedules for Bargaining Unit K will be increased by four percent (4%) 	\$	- \$	-	Included in Governor Recommended Budget
<ul style="list-style-type: none"> For the contract term of July 1, 2023, through June 30, 2025, employees covered under this Agreement will receive a retention incentive of two thousand dollars (\$2,000.00) per fiscal year, to be distributed in four (4) equal installments each fiscal year, beginning July 2023 	\$	- \$	-	Included in Governor Recommended Budget
<ul style="list-style-type: none"> Employees covered under this Agreement are entitled to Incident Pay for the hours not worked while assigned to an incident. Incident Pay is equivalent to ten percent (10%) of the employee's regular hourly rate of pay 	\$	- \$	-	The impact cannot reliably be determined, as it is variable and dependent upon the incidents experienced during the year.
<ul style="list-style-type: none"> Employees whose activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) qualify for twenty-five percent (25%) of their regular hourly rate of pay for all hours worked during any calendar day when performing the qualifying activity/activities <ul style="list-style-type: none"> When working overtime, the Hazard Pay is calculated at twenty-five percent (25%) of the employee's regular hourly rate of pay 	\$	- \$	-	The impact cannot reliably be determined, as it is variable and dependent upon the incidents experienced during the year.
<ul style="list-style-type: none"> Holiday Pay – Employees covered under this Agreement will be compensated for Holiday Pay at their regular hourly rate of pay for the hours they would normally work in the regular schedule, even though they do not work. 	\$	- \$	-	no incremental pay
<ul style="list-style-type: none"> Holiday Premium Pay – Employees covered under this Agreement will be compensated for working on a designated holiday for their regular hourly rate of pay for the hours they are normally scheduled to work, and additionally Holiday Premium Pay at their regular hourly rate of pay for the hours they actually work on the designated holiday 	\$	- \$	-	no incremental pay

<ul style="list-style-type: none"> • Fitness Incentive – All employees covered under this Agreement will abide by Department/Division policies regarding physical fitness training. NDF employees covered under this Agreement are entitled to receive forty dollars (\$40.00) per month to support their fitness. 	<p>\$ 3,080 \$ 3,080</p>	<p>Calculated at \$40 each for 77 NDF FTE</p>	<p>3,080</p>
<ul style="list-style-type: none"> • Increased Annual Leave accrual maximum from two hundred forty (240) hours per calendar year to four hundred eighty (480) hours per calendar year 	<p>\$ - \$ -</p>	<p>- no incremental pay</p>	<p>-</p>
<ul style="list-style-type: none"> • Annual Leave cash out opportunities twice per fiscal year: up to forty (40) hours in November and up to forty (40) hours in May, as long as there is two hundred (200) hours remaining in the employee's Annual Leave bank after cash out 	<p>\$ 39,372 \$ 40,942</p>	<p>Cannot be accurately determined without experience. Estimated at maximum, assuming all positions filled and all with eligible balances (roughly 21%) requesting payout.</p>	<p>40,942</p>

Total potential fiscal impact, omitting Incident and Hazard Pay:

\$	42,452	\$	44,022
		\$	86,474

Matthew Lee

From: Brett Taylor <bretttaylor.0322@gmail.com>
Sent: Thursday, May 4, 2023 9:32 AM
To: Nadia Tung
Cc: PRESIDENT BBFFA; Matthew Lee; Mandee Bowsmith; Janice Willhite; Corrine Cosentino
Subject: Re: BBFFA CBA
Attachments: BBFFA Execution of Agreement Page 5-4-23.PDF

WARNING - This email originated from outside the State of Nevada. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning,

Please see the attached execution page and note that BBFFA has ratified the contract as amended. Be advised the page number may be out of order from a redline version; I was trying to sign a page without the comment column on the side. Let me know if that works.

I appreciate all your help on this!

Thank you,

On Wed, May 3, 2023 at 1:39 PM Nadia Tung <NTung@admin.nv.gov> wrote:

Good afternoon, Brett,

Thank you for catching the incorrect grades in the Appendix! We've included the edits into this final version of the CBA redline, along with updating your logo. Please review the attached file for those changes.

If you are satisfied with the attached CBA redline, please do sign the agreement execution page, and send it back to us with an email stating that BBFFA has ratified the contract.

Thank you so much, and please let us know if you have any questions.

All the best,

Nadia Tung | Personnel Analyst I

Div. of Human Resource Management – Labor Relations

T: (775) 684-0125 | F: (775) 684-0124 | E: ntung@admin.nv.gov



State of Nevada

&

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

Collective Bargaining Agreement

July 1, 2023 – June 30, 2025

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Preamble

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

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

The Preamble is not subject to grievance pursuant to Article 16, Grievance Procedure.

Article 1. Union Recognition

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

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

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

Article 2. Non-Discrimination

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

Article 3. Management Rights

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

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

Article 4. Union Dues

4.1 NOTIFICATION TO EMPLOYEES

4.1.1 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. 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.

4.2 UNION DUES DEDUCTIONS

4.2.1 Deductions for Union Dues is strictly voluntary.

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

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

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

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

4.2.6 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.

4.3 STATUS REPORTS

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

4.3.1.1 Employee name.

4.3.1.2 Mailing address.

4.3.1.3 Employee job title.

4.3.1.4 Department and Division.

4.3.1.5 Official duty station or work site.

4.3.1.6 Work phone number.

4.3.1.7 Work email address.

4.3.1.8 Date of hire.

4.3.1.9 Pay grade.

4.3.1.10 Pay step.

4.3.1.11 Seniority date.

4.3.1.12 Separation date.

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

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

4.4 REVOCATION

4.4.1 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 membership. Upon receipt by the Employer of the confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the revocation.

4.5 INDEMNIFICATION

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

Article 5. Hiring & Appointments

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

Article 6. Records Management

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

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

- 6.3 The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s).
- 6.4 Written authorization from the employee is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable.
- 6.5 The Employer may charge a reasonable fee consistent with NRS 613 .075 for copying any materials beyond the first copy requested by the employee or their representative. The Employer shall provide an electronic copy of the employee's files at no charge, subject to receipt of a written authorization and waiver from the employee. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For detailed information, visit the DHRM Central Records website.

6.6 FILE TYPES

- 6.6.1 The following are the types of files that may be maintained on each employee.
 - 6.6.1.1 *Medical File*
 - 6.6.1.1.1 Medical Files are maintained by the employee's Department or Division and will be kept separate and confidential in accordance with federal and state law.
 - 6.6.1.2 *Payroll File*
 - 6.6.1.2.1 Comprehensive payroll records will be maintained for each employee by the appropriate Payroll Unit.
 - 6.6.1.3 *Personnel File*
 - 6.6.1.3.1 One (1) official Personnel File may be maintained by the Employer for each employee. One (1) Personnel File may also be maintained by the employee's Departmental or Divisional Human Resources Office.
 - 6.6.1.3.2 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. The Departmental or Divisional Personnel File may also contain copies of letters of commendation, training certificates, or other work-related

documentation that an employee's supervisor has requested be included in the file.

6.6.1.4 *Supervisor File*

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

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

6.6.1.5 *Training File*

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

6.7 CONFIDENTIALITY

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

6.8 PUBLIC RECORDS

6.8.1 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 DHRM Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster may exclude information deemed sensitive related to all employees in law enforcement job classifications.

Article 7. Hours of Work

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

7.2 WORK SCHEDULES

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

7.2.1.1 Forty (40) Hour Per Week Employees

7.2.1.1.1 A standard shift starts no earlier than 0600 and ends no later than 1800, as determined by the Department or Division based on operational needs and is eight (8) hours per workday, five (5) days per workweek or ten (10) hours per workday, four (4) days per workweek.

7.2.1.2 Fifty-six (56) Hour Per Week Employees

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

7.2.1.3 When assigned to an active incident, the Incident Commander has the right to set a schedule that may be outside of the work schedules outlined above.

7.3 MEAL BREAKS & REST PERIODS

7.3.1 All Employees covered under this agreement are entitled a paid meal break(s) and two (2) fifteen (15) minute rest periods during their regularly scheduled work shift, if possible.

7.3.2 When assigned to an active incident, employees are required to take their meal break; however, the Incident Commander may authorize a “work through”, if applicable.

7.4 EMPLOYEE-REQUESTED SCHEDULE CHANGES

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

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

7.5 PERMANENT SCHEDULE CHANGES

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

7.6 TIME REPORTING

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

7.7 INCIDENT ACCOMMODATIONS

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

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

7.8 RELIEF AT INCIDENT

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

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

7.9 SHIFT TRADES

7.9.1 *Office of the Military*

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

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

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

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

Article 8. Safety & Health

8.1 GENERAL PROVISIONS

8.1.1 The Employer and the Union agree that employee safety is an integral part of the responsibilities of every manager, supervisor, and employee

and that the Employer, employees, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards. Safety management exists to assist managers, supervisors, and employees in the better performance of their duties.

- 8.1.2 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.
- 8.1.3 For all employees covered by this Agreement, the Employer shall provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), the National Wildfire Coordinating Group (NWCG), and the National Fire Protection Association (NFPA), if applicable.
- 8.1.4 The Employer may direct employees to use leave in accordance with Article 10, Leave, Section 11, Sick Leave, when they self-report a contagious health condition.
- 8.1.5 The Employer may direct employees to use leave in accordance with Article 10, Leave, Section 12, Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for employees to seek appropriate testing and treatment.

8.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 8.2.1 The Employer will provide required safety devices, PPE, and safety apparel in accordance with the appropriate standards, including but not limited to OSHA, NIOSH, NOSHA, NWCG, NFPA, and any applicable Master Cooperative Agreement provisions, and any amendments thereto.
- 8.2.2 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. Employees will abide by all requirements set forth by the Employer for using safety devices, PPE, and safety apparel provided for their safety.
- 8.2.3 The Employer will follow its policies and procedures regarding safety training for all employees.
- 8.2.4 The Employer will form joint Safety Committee in accordance with OSHA, NIOSH, NOSHA, and the Employer's Risk Management Division requirements.

8.3 SAFETY COMMITTEES

- 8.3.1 The Safety Committees is intended to provide a forum for the Employer, employees, and the Union to communicate and facilitate the

development and active maintenance of issues that arise relative to the safety of the working environment.

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

8.3.3 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.

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

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

8.3.5.1 Promoting and communicating safety issues to increase safety;

8.3.5.2 Promoting safety awareness among employees;

8.3.5.3 Conducting and/or reviewing safety inspections at their work locations;

8.3.5.4 Reviewing accident and injury reports;

8.3.5.5 Reviewing work practices;

8.3.5.6 Planning safety activities/promotions for their Department or Division;

8.3.5.7 Conducting other activities as outlined in their Department's or Division's written Safety Plan; and,

8.3.5.8 Identifying possible safety training needs within their Departments or Divisions.

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

8.4 PHYSICAL STANDARDS – FIREFIGHTERS

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

8.4.2 The Employer will abide by NRS 617. Employees in these job classifications may be required to attend an annual physical appointment pursuant to NRS 617 and applicable State of Nevada Risk

Management Programs in accordance with Article 9, Compensation, Section 20, Annual Physicals.

8.5 EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

8.6 CRITICAL INCIDENT STRESS DEBRIEFING

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

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

8.7 NORTHERN NEVADA PEER SUPPORT NETWORK (NNPSN)

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

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

Article 9. Compensation

9.1 SALARY PAYMENT

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

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

9.1.3 Effective July 2023, the salary schedules for Bargaining Unit K will reflect an eight percent (8%) increase.

9.1.4 Effective July 2024, the salary schedules for Bargaining Unit K will reflect a four percent (4%) increase.

9.1.5 Retention Incentive

9.1.5.1 For the contract term of July 1, 2023, through June 30, 2025, non-seasonal employees covered under this Agreement will receive retention incentives of two thousand dollars (\$2,000.00) per fiscal year. These retention incentives will be distributed in four equal installments throughout the fiscal year, beginning in July 2023.

9.2 SALARY ADMINISTRATION

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

9.3 INCIDENT COMPENSATION

9.3.1 All employees covered under this agreement are entitled to Incident Pay for the hours not worked while assigned to an incident. Incident Pay is equivalent to ten percent (10%) of the employees’ base rate-of-pay.

9.3.2 Employees in Incident Pay status are required to be available to return to duty at any time.

9.3.3 Employees receiving Incident Pay are considered to be in paid status and are not eligible for Call Back Pay when called to report back to work. Therefore, when reporting back to work, the employee would return to active paid status in a straight time or overtime capacity.

9.3.4 Employees are not eligible to receive Incident Pay in travel status to and from an incident site.

9.4 SALARY RATE UPON INITIAL APPOINTMENT

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

9.5 SALARY RATE UPON PROMOTION

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

9.6 SALARY RATE UPON DEMOTION

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

9.7 MERIT PAY INCREASE

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

9.8 CALLBACK PAY

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

9.9 COMPENSATORY TIME

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

9.10 DANGEROUS DUTY PAY

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

9.11 HAZARD PAY

- 9.11.1 Employees whose activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) qualify for twenty-five percent (25%) of their regular hourly rate of pay for all hours worked during any calendar day when performing the qualifying activity/activities.
- 9.11.2 When working overtime, the Hazard Pay is calculated at twenty-five percent (25%) of the employee's regular hourly rate of pay.

9.12 HOLIDAY PAY

- 9.12.1 A full-time employee whose base hours do not exceed forty (40) hours per week or eighty (80) hours biweekly and who is in paid status during any portion of their work shift immediately preceding the holiday is entitled to receive Holiday Pay equivalent to the pay they receive for their regularly scheduled work shift, even though they do not work.
- 9.12.2 A full-time employee who is a firefighter assigned to a 24-hour shift shall be deemed to work fifty-six (56) hours per week and two thousand nine hundred twelve (2,912) per year. The average workday is calculated by dividing the total base hours of work per year by two thousand eighty-eight (2,088) and multiplying by the quotient eight (8). Therefore, the average workday of a firefighter assigned to a 24-hour shift would be eleven (11) hours and twelve (12) minutes, and they do not work on the holiday.
- 9.12.3 If an employee is unable to observe a designated holiday by taking the day off and receiving Holiday Pay, and they choose to observe another day as the holiday, they may designate that day as Paid Day Off Holiday (PDOH) on their timesheet.

9.13 HOLIDAY PREMIUM PAY

- 9.13.1 In addition to their regular hourly rate of pay for their regular work shift, a full-time employee who is required to work on a designated holiday will receive additional compensation equivalent to their regular hourly rate of pay for their regular work shift. If the employee has an eight (8) hour per day schedule, they will be compensated for eight (8) hours of Holiday Premium Pay. If the employee has a ten (10) hour per day schedule, they will be compensated for ten (10) hours of Holiday Premium Pay.
- 9.13.2 A firefighter assigned to a 24-hour shift who works on a holiday will be compensated for the actual hours worked on the holiday at their regular hourly base rate of pay and will receive additional compensation equivalent to eleven (11) hours and twelve (12) minutes at their regular hourly rate of pay.

9.14 MILEAGE REIMBURSEMENT

- 9.14.1 In the event an employee is required by the Department or Division, or their designated representative, to use a personal vehicle for the conduct of State business, the employee shall be reimbursed for each mile traveled at the rate established by the current applicable U.S. General Services Administration (GSA) rate.
- 9.14.2 If an employee chooses to use their personal vehicle to conduct State business, they will be reimbursed pursuant to the State Administrative Manual (SAM) Chapter 200.

9.15 OVERTIME

- 9.15.1 Overtime will be administered in accordance with NRS 284 and NAC 284.242-284.250.

9.16 SPECIAL ADJUSTMENTS TO PAY

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

9.17 SHIFT DIFFERENTIAL

- 9.17.1 Shift Differential will be administered in accordance with NAC 284.210.

9.18 STANDBY PAY

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

9.19 UNIFORMS & EQUIPMENT

9.19.1 Uniforms

- 9.19.1.1 The Employer will determine and provide the uniform items that employees covered under this Agreement may be required to wear while on duty. Specific uniform items provided by the Employer will be listed in Department or Division policy. Uniform items will be replaced pursuant to the Employer’s replacement schedule.
- 9.19.1.2 Uniform items that are damaged during the course and scope of duty will be replaced by the Employer.

9.19.2 Equipment

- 9.19.2.1 The Employer will determine and provide personal protective equipment (PPE) items that employees covered under this Agreement may be required to use while on duty. Specific PPE items provided by the Employer will be listed in Department or Division policy.
- 9.19.2.2 State-issued PPE items will be replaced pursuant to the Employer’s replacement schedule.
- 9.19.2.3 State-issued PPE items that are damaged during the course and scope of duty will be replaced by the Employer.

9.20 ANNUAL PHYSICALS

9.20.1 Forestry

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

9.20.2 Office of the Military

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

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

9.20.3 Fitness Incentive

9.20.3.1 NDF employees covered under this Agreement are entitled to receive forty dollars (\$40.00) per month to support their fitness.

9.20.3.2 All employees covered under this Agreement will abide by Department/Division policies regarding physical fitness training.

Article 10. Leave

10.1 ADMINISTRATIVE LEAVE

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

10.1.2 An employee on paid Administrative Leave is required to be available to their supervisor during their time on paid Administrative Leave.

10.2 ANNUAL LEAVE

10.2.1 Permanent full-time equivalent employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave is subject to a maximum of four hundred eighty (480) hours per calendar year.

10.2.2 Permanent full-time equivalent employees will be eligible to take Annual Leave after completion of thirty (30) days of continuous full-time service.

10.2.3 An employee in a seasonal position who works a combined amount of time which equals thirty (30) days is eligible for annual leave. The employee may choose to maintain the balance of the annual leave or receive a payment in lieu of annual leave upon separation from the seasonal position if they have completed the qualifying period of six (6) months. An employee who is not paid for their annual leave upon separation from a seasonal position and who does not return to state service within one (1) year must be paid the balance of their annual leave no later than one (1) year after termination if they have completed the qualifying period of six (6) months.

10.2.4 *Accrual*

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

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

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

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

10.2.4.2 (Break out rates for Office of the Military?)

10.2.5 *Annual Leave Usage*

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

10.2.6 *Annual Leave Cash Out*

10.2.6.1 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, up to forty (40) hours per instance, 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.

10.2.6.2 Upon separation from State service, excluding termination for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave

hours earned through the last day worked, provided the employee has (6) months of continuous full-time service.

- 10.2.6.3 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.

10.3 BENEFITS RELATING TO DOMESTIC VIOLENCE

- 10.3.1 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.
- 10.3.2 An employee may use the time away from work related to domestic violence to:
- 10.3.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
 - 10.3.2.2 Obtain counseling or assistance; and/or,
 - 10.3.2.3 Participate in any related court proceedings; and/or,
 - 10.3.2.4 Establish a safety plan.
- 10.3.3 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 an accommodation would pose an undue hardship on the Department or Division.

10.4 BEREAVEMENT LEAVE (DEATH IN THE FAMILY)

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

10.5 CATASTROPHIC LEAVE

- 10.5.1 An employee may qualify for Catastrophic Leave if they or a member of their immediate family are affected by a serious illness, accident, or motor-vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.
- 10.5.2 In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from the Employer, or the State's Committee on Catastrophic Leave to be eligible for donations of leave.
- 10.5.3 The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.
- 10.5.4 An employee may donate to their specific employing Departmental or Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.
- 10.5.5 Employees are permitted to donate Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donations.

10.6 CIVIL LEAVE OR JURY DUTY

- 10.6.1 An employee who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable.
- 10.6.2 Eligible employees called to serve on jury duty on a normally scheduled workday shall receive their regular pay and retain all jury pay.
- 10.6.3 Those employees called and selected to serve on jury duty shall not report back to work until the judge has excused them.
- 10.6.4 Those employees called but not selected to serve on jury duty shall report back to work when excused.
- 10.6.5 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.
- 10.6.6 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.
- 10.6.7 No civil or criminal case in which the employee has a personal interest shall be covered by this Section of the Agreement.

10.7 HOLIDAYS

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

10.7.1.1 New Year's Day - January 1

10.7.1.2 Martin Luther King Jr.'s Birthday - Third Monday in January

10.7.1.3 Presidents' Day - Third Monday in February

10.7.1.4 Memorial Day - Last Monday in May

10.7.1.5 Independence Day - July 4

10.7.1.6 Juneteenth – [Observed Day]

10.7.1.7 Labor Day - First Monday in September

10.7.1.8 Nevada Day Observed - Last Friday in October

10.7.1.9 Veterans' Day - November 11

10.7.1.10 Thanksgiving Day - Fourth Thursday in November

10.7.1.11 Family Day - The Friday immediately following the fourth Thursday in November

10.7.1.12 Christmas Day - December 25

10.7.2 *Holiday Observance Days*

10.7.2.1 For full-time employees with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday the succeeding Monday will be observed as the holiday.

10.7.2.2 For full-time employees who do not have a Monday through Friday work schedule, when a designated holiday falls on their scheduled workday, that day will be considered the holiday. When a designated holiday falls on the employee's RDO the Department/Division will treat the employee's workday immediately before or immediately after as the holiday.

10.7.2.3 An employee may request an alternate day off as their holiday if the requested day off falls within the same pay period as the holiday.

10.8 LEAVE WITHOUT PAY (LWOP)

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

10.9 LEAVE OF ABSENCE WITHOUT PAY

- 10.9.1 A leave of absence without pay may be approved for up to one (1) year by the NDF State Forester or Nevada Air National Guard Fire Chief, as appropriate, for any satisfactory reason.
- 10.9.2 The Personnel Commission, upon recommendation of the Department or Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.
- 10.9.3 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.

10.10 MILITARY LEAVE

- 10.10.1 Military Leave will be administered in accordance with NRS 281.145.
- 10.10.2 Employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.
- 10.10.3 Employees who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.
- 10.10.4 The twelve (12) month period will begin on the day the employee has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.
- 10.10.5 Employees will provide a copy of any orders for military duty to their Departmental or Divisional Human Resources Office.
- 10.10.6 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 10.10.7 *Military Leave – Unpaid*
 - 10.10.7.1 Employees who have taken leave under this Article, Section 10 Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.
 - 10.10.7.2 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

10.11 SICK LEAVE

10.11.1 *Accrual*

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

10.11.2 *Carry Forward & Transfer*

10.11.2.1 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 or Division to another, regardless of status, their accrued Sick Leave will be transferred to the new Department or Division for their use.

10.11.3 *Sick Leave Use*

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

10.11.3.1.1 Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.

10.11.3.1.2 Time away from work to attend personal medical or dental appointments.

10.11.3.1.3 Time away from work to care for family members as allowed under the Family and Medical Leave Act (FMLA). Family member is defined to include:

10.11.3.1.3.1 Child.

10.11.3.1.3.2 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.

10.11.3.1.3.3 Spouse.

10.11.3.1.3.4 Registered domestic partner.

10.11.3.1.3.5 Grandparent.

10.11.3.1.3.6 Grandchild.

10.11.3.1.3.7 Sibling.

- 10.11.3.1.4 Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- 10.11.3.1.5 Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 10.11.3.1.6 Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department or Division.
- 10.11.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
- 10.11.3.1.8 Time away from work to be with member(s) of the employee's household who experience injury or illness.

10.11.4 *Sick Leave Reporting, Certification, & Verification*

- 10.11.4.1 Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable. For unexpected Sick Leave, an employee must promptly notice their supervisor on the first day of Sick Leave and each day thereafter unless there is mutual agreement to do otherwise.
- 10.11.4.2 For absences in excess of three (3) consecutive working days, or for cases of suspected abuse, the Employer may require that the employee submit substantiating evidence, which may include, but is not limited to, a certificate from a provider of health care of the need for the absence. If the reason for the absence is related to the employee's ability to perform one (1) or more of the essential functions of their position, the Employer may require a medical certification.

- 10.11.4.3 Employees returning from absences which require medical certification to return to work must provide the Employer with a written medical certification from their treating health care provider that clearly states that they are able to return to work and perform the essential functions of their job, with or without reasonable accommodation.
- 10.11.4.4 If medical certification or verification is required for employees in Overtime-eligible positions, it shall be in accordance with the provisions of this Agreement.
- 10.11.5 *Sick Leave Call-in for Employees in a Position Requiring Relief*
 - 10.11.5.1 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, later than their scheduled time to report to work.
- 10.11.6 *Sick Leave Abuse*
 - 10.11.6.1 The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.
 - 10.11.6.2 Supervisors are expected to monitor employee usage of Sick Leave and may hold a Coaching & Counseling session, issue a Letter of Instruction, Oral Reprimand, or Written Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental or Divisional Penalties & Prohibitions.
 - 10.11.6.3 When a supervisor suspects Sick Leave abuse they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.
 - 10.11.6.4 If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article 15, Discipline.
 - 10.11.6.5 The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department or Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

10.12 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION LEAVE)

10.12.1 General Provisions

- 10.12.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 10.12.1.2 If an employee incurs a work-related injury or illness, they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.
- 10.12.1.3 Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the DHRM Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.
- 10.12.1.4 The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.
- 10.12.1.5 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly.
- 10.12.1.6 The Employer will abide by federal and state law regarding work-related injury and illness.

10.12.2 Compensable Work-Related Injury or Illness Leave.

- 10.12.2.1 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.

10.12.3 *Return-to-Work*

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

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

Article 11. Workplace Environment

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

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

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

11.4 WORKPLACE VIOLENCE

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

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

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

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

11.5 APPEARANCE

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

11.6 SECONDARY EMPLOYMENT

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

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

Article 12. Performance Evaluation

12.1 GENERAL PROVISIONS

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

12.1.2 The performance evaluation process will include performance expectations and goals that reflect the employees’ and the Departmental or Divisional objectives.

12.1.3 Annual performance evaluations will be conducted and completed prior to an employee's pay progression date. If the evaluation is not filed on or before the employee's pay progression date, for the purposes of pay the performance of the employee shall be deemed to be standard.

12.1.4 Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment.

- 12.1.5 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.
- 12.1.6 Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental or Divisional and Central Personnel files.

12.2 COACHING & COUNSELING

- 12.2.1 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.
- 12.2.2 Coaching & Counseling gives supervisors an opportunity to discuss performance issues, expectations, and performance goals with their employees in a non-punitive setting; however, Coaching & Counseling documentation may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 12.2.3 Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, expectations, and goals and to provide support to employees so that skills and abilities can be aligned with work standards.
- 12.2.4 Coaching & Counseling sessions will be documented in the Supervisor File.

12.3 LETTERS OF INSTRUCTION

- 12.3.1 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. 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.
- 12.3.2 Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the employee's activities.
- 12.3.3 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

12.4 PERFORMANCE IMPROVEMENT PLAN (PIP)

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

12.4.2 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 Departmental or Divisional Personnel File.

12.5 PERFORMANCE EVALUATION REVIEW

12.5.1 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 supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided to the employee. A permanent or seasonal employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 16, Grievance Procedure.

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

Article 13. Training & Professional Development

13.1 GENERAL PROVISIONS

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

13.2 MANDATORY TRAINING

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

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

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

- 13.2.4 The Employer and all Departments and Divisions will make reasonable attempts to schedule Employer-required training during the employee's regular work shift.
- 13.2.5 Attendance at Employer-required training will be considered time worked in accordance with Article 9, Compensation.
- 13.2.6 Absent extenuating circumstances, failure to successfully complete mandatory training may subject an employee to disciplinary action.

13.3 SPECIALIZED MANDATORY TRAINING

- 13.3.1 Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses provided by the Employer and the Department or Division.
- 13.3.2 Specialized mandatory training pursuant to the Employer's, Department's, or Division's, or NWCG, or NFPA, if applicable, requirements including but not limited to: safety-related training; equipment operation training; and, qualifications and maintenance.
- 13.3.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 8, Safety & Health.
- 13.3.4 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action, up to and including dismissal.
- 13.3.5 Training and development opportunities outside of mandatory training courses may be provided within available resources.

13.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 13.4.1 The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.
- 13.4.2 Employee can find a complete course listing by visiting the OED website.
- 13.4.3 For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.
- 13.4.4 The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention.
- 13.4.5 Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

13.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

- 13.5.1 Some employees covered under this Agreement may be required to maintain professional certifications or licensure according to their job classification and federal and state law.
- 13.5.2 Continuing education courses are an allowable expense; however, continuing education courses for the sole purpose of renewing professional certification or licensure are not an allowable expense under the State Administrative Manual (SAM). Employees may request approval to attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.
- 13.5.3 Attendance at continuing education courses are considered work time in accordance with Article 9, Compensation. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.
- 13.5.4 Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under the SAM.

13.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

- 13.6.1 Employee may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by the Departments or Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.
- 13.6.2 Employees must submit a standardized Employer approved request form to attend external training or professional development using the process designated by the Employer and their Department or Division.
- 13.6.3 Following an employee's submission of the standardized request form, the employee's Department or Division will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

13.7 PROFESSIONAL ASSOCIATION DUES

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

13.8 TRAINING RECORDS

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

13.9 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

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

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

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

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

13.10 TUITION REIMBURSEMENT

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

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

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

Article 14. Reasonable Accommodation

- 14.1 The Employer and the Union will comply with all relevant federal and state laws, regulations. And executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 14.2 The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications.
- 14.3 These acts provide a clear and comprehensive national mandate for the elimination of discrimination.
- 14.4 Under the ADA, employment decisions must be based on an employee's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified employee with a disability to perform the essential functions of a job or enjoy the benefits and privileges of employment equal to those enjoyed without disabilities, without creating an undue hardship on the Employer.
- 14.5 An employee who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental or Divisional Human Resources Office or their Departmental or Divisional ADA Coordinator. The Departmental or Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the employee as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.
- 14.6 An employee requesting accommodation must cooperate with their Departmental or Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental or Divisional Human Resources Office or ADA Coordinator may request that the employee obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the employee may qualify.
- 14.7 All medical information disclosed to the Employer will be kept confidential.

- 14.8 In the event the Departmental or Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department or Division, as well as Employer-wide, the employee may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article 18, Separation from Service.

Article 15. Discipline

- 15.1 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. Discipline is supported by just cause when it is not for any arbitrary, capricious, or illegal reason, based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual and consistent with the Progressive Discipline model below.
- 15.2 The Appointing Authority, or designee, will evaluate or investigate each incident that is subject to discipline on a case-by-case basis pursuant to this Agreement and Department or Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.
- 15.3 At the conclusion of an evaluation or investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the employee's conduct in accordance with a progressive disciplinary model.
- 15.4 An employee shall not be disciplined for refusing to sign a disciplinary document. The supervisor will simply note "employee refused to sign;" however, refusal to acknowledge or sign a disciplinary document does not negate the disciplinary action.

15.5 PROGRESSIVE DISCIPLINE

- 15.5.1 The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees, which requires less severe measures being applied first, followed by progressively more severe measures if the employee's conduct or performance deficits continue, subject to the provisions below.
- 15.5.2 Disciplinary action may be issued for, but is not limited to, the following:
- 15.5.2.1 Any act of commission and/or omission that constitutes misconduct.
 - 15.5.2.2 Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.

- 15.5.2.3 Any violation of federal or state law, Department or Division policy, rule, regulations, procedure, directive, or standing order, grant requirement, or agreement.
- 15.5.2.4 Failure of an employee to abide by the standards of ethical conduct that is identified in state law or Department or Division policy.
- 15.5.3 Progressive disciplinary action includes the following, in order of severity:
 - 15.5.4 *Oral Warnings*
 - 15.5.4.1 When instruction and training have not resulted in the change in behavior or performance that is desired, an Oral Warning is typically the first level in the progressive disciplinary process.
 - 15.5.4.2 An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the
 - 15.5.4.3 Oral Warning will be filed in the Supervisor File if one is maintained. This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.
 - 15.5.4.4 An employee may provide written comment to the Oral Warning and may request a review meeting with their supervisor or manager.
 - 15.5.4.5 An employee may grieve an Oral Warning by filing a grievance under Article 16, Grievance Procedure.
 - 15.5.5 *Written Reprimand*
 - 15.5.5.1 Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.
 - 15.5.5.2 This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.
 - 15.5.5.3 Written Reprimands will be issued using the NPD-52 Written Reprimand form.
 - 15.5.5.4 A copy of the executed, signed and/or acknowledged Written Reprimand will be provided to the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit. An

employee may grieve a Written Reprimand by filing a grievance under Article 16, Grievance Procedure.

15.5.6 *Suspension from Duty Without Pay*

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

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

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

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

15.5.6.5 Suspension from duty without pay may either be grieved under Article 16, Grievance Procedure or appealed in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 16, Grievance Procedure, or an appeal under NRS 284.390, they may not proceed in the alternative manner. A grievance of a suspension from duty without pay will begin at Step 4 under Article 16, Grievance Procedure.

15.5.7 *Demotion*

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

15.5.7.2 Demotion may either be grieved under Article 16, Grievance Procedure or appealed in accordance with NRS 284.390.

Once an employee has properly filed a grievance under either Article 16, Grievance Procedure, or an appeal under NRS 284.390, they may not proceed in the alternative manner. A grievance of a demotion will begin at Step 4 under Article 16, Grievance Procedure.

15.5.8 *Dismissal from Service*

15.5.8.1 Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the employee's behavior is particularly egregious. A dismissal from State service will be issued using the HR-41 Specificity of Charges form. A copy of the executed, signed and/or acknowledged HR-41 Specificity of Charges form will be provided to the employee and will be placed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit. Dismissal from service may either be grieved under Article 16, Grievance Procedure or appealed in accordance with NRS 284.390. Once an employee has properly filed a grievance under Article 16, Grievance Procedure, or an appeal under NRS 284.390, they may not proceed in the alternative manner.

15.5.8.2 A grievance of a dismissal from service will begin at Step 4 under Article 16, Grievance Procedure.

15.6 INVESTIGATIONS

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

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

- 15.6.2.1 A summary of alleged misconduct of the employee;
- 15.6.2.2 The date, time, and place of the interview or hearing;
- 15.6.2.3 The name of the person(s) who will conduct any interview or hearing;
- 15.6.2.4 The name of any other person who will be present at any interview or hearing; and

15.6.2.5 A statement that the employee has the right to have a lawyer or other representative of their choosing present with them at any time that they are questioned regarding those allegations, and that the employee must be given not less than two (2) business days to obtain such representation, unless they waive their right to be represented.

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

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

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

15.7 PRE-DISCIPLINARY REVIEW

15.7.1 If, following an investigation, an Appointing Authority, or designee, proposes that a permanent employee be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary Review before the proposed action must be followed: A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to Subsection 2. The Pre-Disciplinary Review must

be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered to the employee. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre-Disciplinary Review may be changed.

- 15.7.2 The employee may waive the right to a Pre-Disciplinary Review before the proposed action in writing. If the employee makes such a waiver, they may not be dismissed, suspended, or demoted before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.
- 15.7.3 The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.
- 15.7.4 At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may inspect any evidence in the possession of the Department or Division and submit a response. The Department or Division must consider any such response before making a recommendation to impose punitive action against the employee.
- 15.7.5 The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal.
- 15.7.6 This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet to discuss the proposed disciplinary action. The employee will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 15.7.7 The employee may respond both orally and in writing at the Pre-Disciplinary Review.
- 15.7.8 The employee must be:
 - 15.7.8.1 Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and,
 - 15.7.8.2 Notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

15.8 CONFIDENTIALITY

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

15.9 OFF-DUTY CONDUCT

- 15.9.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental or Divisional Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies if there is a substantial nexus between the off-duty conduct and the employee's State employment.
- 15.9.2 If an employee covered under this Agreement has any required licenses suspended or revoked, or receives any citation while driving a State-owned vehicle, or is convicted of any offense that violates Department or Division security or background clearance, they will report such to their immediate supervisor within forty-eight (48) hours.

Article 16. Grievance Procedure

16.1 GENERAL PROVISIONS

- 16.1.1 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.
- 16.1.2 "Grievance" means an act, omission, or occurrence that an employee covered by this Agreement or the Union believes to be an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to, compensation, working hours, working conditions, membership in the union, the administration and interpretation of this Agreement, the applicability of any law, rule or regulation relating to the employee's employment, imposition of discipline, or other adverse personnel actions. The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by federal or state law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:
 - 16.1.2.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article --' Unlawful Discrimination.
 - 16.1.2.2 A change in classification or the allocation of positions (NRS 284.165).
 - 16.1.2.3 Refusal to examine or certify an applicant for an open position for the grounds specified in NRS 284.240 (NRS 284.245).
 - 16.1.2.4 A denial of Catastrophic Leave (NRS 284.3629).

16.1.2.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

16.2 FILING & PROCESSING A GRIEVANCE

16.2.1 Procedure

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

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

16.2.1.2.1 The grievance procedure provided in this Article; or

16.2.1.2.2 The procedure prescribed by NRS 284.390.

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

16.2.1.3.1 The grievance procedure provided in this Article; or

16.2.1.3.2 The procedure prescribed by NRS 288.115.

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

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

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

16.2.2 Contents of Grievance & Recipients of Grievance

16.2.2.1 The written grievance must include the following information:

16.2.2.1.1 The name of the grievant or Union;

16.2.2.1.2 The grievant's position, Department and/or Division, and Section;

16.2.2.1.3 The grievant's contact information;

16.2.2.1.4 The date, time, and place wherein the alleged event occurred;

- 16.2.2.1.5 A descriptive statement of the pertinent facts surrounding the nature of the grievance;
- 16.2.2.1.6 The name(s) of any witness(es) to the alleged event or violation(s), if known.
- 16.2.2.1.7 The specific Article, Section, and Subsection, if applicable, of this Agreement alleged to have been violated; and/or the specific NAC or NRS alleged to have been violated;
- 16.2.2.1.8 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
- 16.2.2.1.9 The specific remedy sought by the grievant; and,
- 16.2.2.1.10 The name and signature of the representative filing the grievance on behalf of the employee, if any.

16.2.3 *Modifications to a Grievance*

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

16.2.4 *Consolidation of Grievances*

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

16.2.5 *When Resolution of a Grievance Becomes Binding*

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

16.3 INFORMAL RESOLUTION OF A GRIEVANCE

16.3.1 *General Provisions*

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

16.3.2 *Mediation*

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

During informal mediation, the timelines for grievances are suspended.

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

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

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

16.4 WITHDRAWAL OF A GRIEVANCE

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

16.5 GRIEVANCE LEVELS

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

16.5.2 Step 1 - Supervisor

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

16.5.3 Step 2 - Division Administrator or Manager, or Designee

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

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

16.5.4 *Step 3 - Department Head, or Designee*

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

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

16.5.5 *Step 4 – Arbitration*

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

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

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

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

- 16.5.5.5 The Arbitrator will hear arguments on and decide issues of arbitrability, if any, through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.
- 16.5.5.6 When an employee is subpoenaed as a witness in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
- 16.5.5.7 The Arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing, unless stipulated to by the parties or required differently by the Arbitrator, which shall set forth findings of fact, reasoning, and decisions on the issues submitted.
- 16.5.5.8 The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.
- 16.5.5.9 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.
- 16.5.5.10 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.
- 16.5.5.11 The Arbitrator shall reserve jurisdiction of the parties' dispute for sixty (60) days after the date of the Arbitrator's award to resolve issues related to the implementation of the award.

16.6 ATTENDANCE AT MEETINGS

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

- 16.6.2 An employee will be allowed reasonable time, as determined by the Department or Division, to travel to and from the meetings referenced above. Time spent traveling during the employee's nonwork hours to attend meetings referenced above may, at the Department's or Division's discretion, be considered work time. An employee may be authorized by their supervisor to take Leave Without Pay (L WOP), Administrative Leave for up to eight (8) hours, Compensatory Time, or Annual Leave to prepare for and travel to and from grievance hearings or meetings.
- 16.6.3 An employee must provide at least two (2) working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting, hearing, or mediation session. If two (2) working days' notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. A request must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department or Division business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized to do so by the Department or Division.

16.7 SUCCESSOR CLAUSE

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

16.8 TIMELINES

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

16.9 FAILURE TO MEET TIMELINES

- 16.9.1 Failure by the grievant to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.
- 16.9.2 Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.
- 16.9.3 Timelines may be extended by mutual agreement of the parties.

16.10 GRIEVANCE FILES

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

Article 17. Layoff & Reemployment

17.1 LAYOFF

- 17.1.1 The Employer will determine the basis for, extend, and the effective date of any layoffs (also known as reductions in force) in accordance with NRS 288.150(3)(b), and other applicable provisions of State law and this Article.
- 17.1.2 This Article refers exclusively to employees in permanent full-time equivalent positions.
- 17.1.3 In the event of a layoff, employees will be laid off according to seniority within the job classifications being reduced, starting with the least senior employee. For the purposes of this Article, seniority commences on the date of hire and includes any break in service as defined in NAC 284.598.
- 17.1.4 Pursuant to NAC 284.614, employees given notice of layoff will be given the opportunity to transfer in lieu of layoff to any positions within their current job classification, and which they are more senior than the least senior employee, or to take a voluntary demotion to a vacant position in a job classification within their current class series and option, or within a job classification from which they were appointed to their current position within their Department or Division, or to be laid off.
- 17.1.5 Permanent, full-time employees who are laid off are eligible to remain on a reemployment list for two (2) years following the date of layoff. It is the responsibility of the laid off employee to keep all contact information up to date with the State.

17.2 Reemployment

- 17.2.1 No one shall be hired into a job classification that had layoffs until all eligible employees on the reemployment list have been given a reasonable opportunity to be reemployed.
- 17.2.2 Permanent full-time employees shall be offered reemployment in accordance with seniority at the time of layoff with the most senior laid off person to be offered reemployment first. Every eligible laid off employee will be afforded three (3) documented opportunities for rehire within the two (2) year eligibility period before being removed from the reemployment list.

- 17.2.3 An offer of reemployment to a laid off employee must be responded to within seven (7) calendar days from the time the offer is extended to accept or reject that offer. Failure to respond will be considered as a rejection of that specific offer but the laid off employee will still be eligible for any remaining future offers. This includes a laid off employee who cannot be contacted with the information on file at the time of a reemployment offer.
- 17.2.4 A laid off employee accepting an offer of reemployment must contact the Department or Division if they believe they require a delayed start date after reemployment.
- 17.2.5 Reemployed employees shall maintain their seniority from their original date of hire, if reemployed within the two (2) year eligibility period.

Article 18. Separation from Service

18.1 RESIGNATION

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

18.2 DISABILITY SEPARATION

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

18.3 REINSTATEMENT FROM DISABILITY SEPARATION

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

18.4 DISABILITY RETIREMENT

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

- 18.4.2 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.nvpers.org.

Article 19. Labor/Management Communications Committees

19.1 PURPOSE

- 19.1.1 There shall be a Labor/Management Committee consisting of three (3) Union representatives and three (3) Employer representatives. The Employer may include a representative from the Labor Relations Unit (LRU), if appropriate, as one (1) of its three (3) representatives. The committee shall meet on request of either party and at least quarterly to discuss all matters of mutual concern.
- 19.1.2 The purpose of the Committee is to facilitate improved labor-management relationships by providing a forum for the free discussion of either party's concerns and/or problems which may include discussions of the implementation of major new department/division programs or substantial modifications of existing major department/division programs that will have significant impact on work schedules or duties.
- 19.1.3 The Employer and the Union further agree to provide notice and meet or confer with one another, or through the Labor Management Committee if appropriate, prior to filing formal complaints with a judicial body, such as the EMRB or a Court.
- 19.1.4 The Chair of the Committee shall be rotated amongst the Committee members. The Committee members shall, in advance of a meeting, provide the Meeting's Chair with proposed agenda items, and the Chair shall provide the Committee members with the meeting agenda in advance of the meeting.
- 19.1.5 This Committee is not open to the public, and the parties agree that there is no intent for this Committee to be a public body under NRS 241.
- 19.1.6 Representatives of the Union on the Committee shall not lose pay or benefits for meetings mutually scheduled during their duty times.
- 19.1.7 For a Committee established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination.

19.2 SCOPE OF AUTHORITY

- 19.2.1 The Committee shall have the authority to make recommendations to the Union and the Employer; however, the Committee has no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement.
- 19.2.2 The parties are authorized and required to document mutual understandings.

19.3 COMMUNICATIONS

19.3.1 Bulletin Boards

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

19.3.2 Email, Fax Machines, the Internet, and Intranets

- 19.3.2.1 The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines, the Internet, or Intranets to communicate with one another, except as specifically provided for in this Agreement. Employees may use State-operated email to request Union representation. Union Representatives may use State-owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 16, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

- 19.3.2.1.1 Result in little or no cost to the Employer.
- 19.3.2.1.2 Be brief in duration and frequency.
- 19.3.2.1.3 Not interfere with the performance of their official duties.
- 19.3.2.1.4 Not distract from the conduct of State business.
- 19.3.2.1.5 Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.
- 19.3.2.1.6 Not compromise the security or integrity of State information or software.
- 19.3.2.1.7 Not include general communication and/or solicitation with employees.

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

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

19.3.3 Personal Electronic Devices

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

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

Article 20. Union Rights

20.1 UNION BUSINESS LEAVE

20.1.1 Executive Board officers of the Union may be granted the use of Union Business Leave.

20.1.2 Requests for Union Business Leave must be submitted in writing and as far in advance as possible to the Department or Division for approval or disapproval.

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

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

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

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

20.2 UNION STAFF REPRESENTATIVES

20.2.1 General Provisions

- 20.2.1.1 Union Staff Representatives are individuals employed by the Union, not the Employer. An example of a Union Staff Representative is an IAFF/PFFN field representative of the Union.
- 20.2.1.2 The Union will provide the DHRM LRU with a written list of Union Staff Representatives, their geographic jurisdictions, and the appropriate contact information.
- 20.2.1.3 The Employer will recognize any Union Staff Representative on the list.
- 20.2.1.4 The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff Representatives within thirty (30) calendar days of the changes.

20.2.2 Access to Work Sites for Union Staff Representatives

- 20.2.2.1 Union Staff Representatives may have access to the Employer's offices or facilities in accordance with Department or Division policy to carry out representational activities.
- 20.2.2.2 The Union Staff Representatives will request approval from local management to be on-site prior to their arrival and will not interrupt the normal operations of the Department or Division.
- 20.2.2.3 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 need or operations. The Department or Division and the Union must mutually agree upon dates and times a Union Staff Representative may have access to the Department's or Division's premises.
- 20.2.2.4 The Employer reserves the right to restrict or rescind the access of a recognized Union Staff Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as a representative of the Union and a guest on the Employer's premises. In accordance with this Article, Union Staff Representatives and bargaining unit employees may also meet in non-work

areas during the employee's meal periods, rest periods, and before and after their shifts.

20.3 UNION REPRESENTATIVES

- 20.3.1 A Union Representative is an employee of the Employer who has been selected by the Union membership to officially represent and defend the interests of fellow bargaining unit covered employees. An example of a Union Representative is the President of the Union.
- 20.3.2 The Union will provide the DHRM LRU with a written list of current Union Representatives and their Union position. The Union will maintain the list. A Union Representative may represent any employee in the bargaining unit. The Employer will not recognize an employee as a Union Representative if their name has not been provided by the Union.
- 20.3.3 The Employer reserves the right to restrict or rescind the access of a recognized Union Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as an employee of the Employer and a representative of the Union.

20.4 DISTRIBUTION OF UNION MATERIAL

- 20.4.1 A Union Representative may be granted access to their work site, subject to approval from the Department or Division, for the purpose of distributing written or oral information to other bargaining unit employees, provided:
 - 20.4.1.1 The employee is off duty or on a scheduled break.
 - 20.4.1.2 The distribution does not disrupt the Department's or Division's operations.
 - 20.4.1.3 The distribution will occur as determined by the Department or Division. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be used.
- 20.4.2 The Union Representative must notice the Department or Division in advance of their intent to distribute information, if practicable.

20.5 RULES, REGULATIONS, & PROCEDURE MANUALS

- 20.5.1 The State and the Union agree that Administrative Directives, Policies, Procedures, State, Department, and Division Administrative Manuals do not change or delete the articles of this contract.
- 20.5.2 The Department or Division will post all applicable Policies and Procedures on the appropriate shared drive. The Department or Division will provide notice of changes to Policies and/or Procedures to employees and the Union President via email at least seven (7) calendar days before the effective date, except in circumstances where

immediate implementation is necessary to ensure the safety of employees and/or the public.

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

Article 21. Political Activity

- 21.1 Employees may engage in political activity that is not prohibited by State or Federal law. Employees will not engage in political activity while on duty or in uniform. Political activity is activity to elect or defeat any candidate, political party, or ballot issue. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.
- 21.2 The Employer shall not require any Employee to participate in any political activity or to be present at any political meeting or event, either on or off duty.

Article 22. Disclosure of Improper Governmental Action

22.1 GENERAL PROVISIONS

- 22.1.1 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:
- 22.1.1.1 In violation of any state law or regulation; or,
 - 22.1.1.2 An abuse of authority; or,
 - 22.1.1.3 Of substantial and specific danger to the public health or safety; or,
 - 22.1.1.4 A gross waste of public money.
- 22.1.2 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.

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

22.2 FRAUD HOTLINE

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

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

Article 23. Strikes & Lockouts

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

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

Article 24. Entire Agreement

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

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

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

Article 25. Savings Clause

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

Article 26. Indemnification

26.1 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 including, but not limited to, disbursement of Union materials or communications, Union training, Union executive board meetings, and Union conferences, if any.

Article 27. Non-Appropriations Clause

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

Article 28. Distribution of Agreement

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

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

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

Article 29. Term of Agreement

29.1 All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025; however, if this Agreement expires while negotiations between

29.2 the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until such time as a new Agreement is approved by the Board of Examiners and, if appropriate, the Nevada Legislature.

Appendices

Appendix A

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

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

Appendix B

Salary Schedules for the Job Classifications in Bargaining Unit K


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

Execution of Agreement

In witness thereof, the State of Nevada and the Battle Born Fire Fighters Association (BBFFA) have caused these presents to be duly executed by their authorized representatives on this 4th day of May, 2023.

State of Nevada

BBFFA



By: Mande Bowsmith, Chief Negotiator



Brett Taylor, Chief Negotiator, BBFFA