Governor Joe Lombardo
Chairman

Tiffany Greenameyer
Clerk of the Board

Attorney General Aaron D. Ford
Member

Secretary of State Francisco V. Aguilar
Member

STATE OF NEVADA
BOARD OF EXAMINERS

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

PUBLIC MEETING NOTICE AND AGENDA

Date and Time: May 23, 2025, 11:30 AM

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

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

This meeting may be viewed on YouTube.
The video live stream begins at 11:30 am.
https://www.youtube.com/watch?v=PIU-F67Rdxg

AGENDA

1. **Call to Order / Roll Call**

2. **Public Comment** The first public comment period is limited to comments on items on the agenda. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on the agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment on an item on the agenda via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 781 008 936#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

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

A. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the American Federation of State, County and Municipal Employees (AFSCME), Local 4041 for the 2025-2027 biennium for Bargaining Units A, comprised of Labor, maintenance, custodial and institutional employees; E, comprised of Professional employees who provide health care; and F, comprised of Employees, other than professional, who provide health care and personal care. The estimated fiscal impact of the CBA for the biennium is $90,209,716.

B. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the American Federation of State, County and Municipal Employees, Local 4041 for the 2025-2027 biennium for Bargaining Unit C, comprised of technical aides to professional employees. The estimated fiscal impact of the CBA for the biennium is $57,464,302.

C. 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 for the 2025-2027 biennium for Bargaining Unit G, comprised of Category I peace officers. The estimated fiscal impact of the CBA for the biennium is $28,136,383.

D. 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 for the 2025-2027 biennium for Bargaining Unit L, comprised of Category I peace officer supervisors. The estimated fiscal impact of the CBA for the biennium is $7,410,587.

E. 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 Fire Fighters Association, Local 3895 for the 2025-2027 biennium for Bargaining Unit K, comprised of non-supervisory firefighters. The estimated fiscal impact of the CBA for the biennium is $184,806.

F. 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 Fire Fighters Association, Local 3895 for the 2025-2027 biennium for Bargaining Unit O, comprised of Supervisory Firefighters. The estimated fiscal impact of the CBA for the biennium is $65,100.

G. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada Peace Officer Association for the 2025-2027 biennium for Bargaining Unit H, comprised of Category II Peace Officers. The estimated fiscal impact of the CBA for the biennium is $1,812,372.

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

I. Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Fraternal Order of Police, Nevada CO, Lodge 21 for the 2025-2027 biennium for Bargaining Unit I, comprised of Category III peace officers. The estimated fiscal impact of the CBA for the biennium is $138,891,224.

4. Public Comment

This public comment period is for any matter that is within the jurisdiction of the public body. No action may be taken upon a matter raised under this public comment period unless the matter itself has been specifically included on an agenda as an action item. The Chair of the Board has imposed a time limit of three minutes. Public comment may be provided in person or via telephone. To provide public comment on an item on the agenda via telephone, dial 775-321-6111 or 702-329-3435. When prompted to provide the meeting ID, please enter 781 008 936#. When the Chair opens the public comment period, dial *5 to request to be unmuted. To resolve any issues related to dialing in to provide public comment for this meeting, please call (775) 684-0222.

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

NOTE: Items may be considered out of order. The public body may combine two or more agenda items for consideration. The public body may remove an item from the agenda or delay discussion relating to an item on the agenda at any time. The public body will limit public comments to three minutes per speaker and may place other reasonable restrictions on the time, place, and manner of public comments but may not restrict comments based upon viewpoint. A person may submit comments to be attached to the minutes of the meeting in writing three business days before the meeting date, in addition to testifying or in lieu of testifying. Written comments are limited to 2 pages. Written comments may be submitted electronically by email at AJohnson2@finance.nv.gov. We are pleased to make reasonable accommodations for members of the public who have disabilities and wish to attend the meeting. If special arrangements for the meeting are necessary, please notify Amberly Johnson at (775) 684-0223 as soon as possible and at least two days in

advance of the meeting. If you wish, you may e-mail her at AJohnson2@finance.nv.gov. Supporting materials for this meeting are available at 209 East Musser Street, Suite 200, Carson City, Nevada 89701 or by contacting Amberly Johnson at (775) 684-0223 or by email at AJohnson2@finance.nv.gov.

Public Meeting Notice and Agenda Posted at the Following Locations:

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

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

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, Local 4041 for the 2025-2027 biennium for Bargaining Units A, comprised of Labor, maintenance, custodial and institutional employees; E, comprised of Professional employees who provide health care; and F, comprised of Employees, other than professional, who provide health care and personal care. The estimated fiscal impact of the CBA for the biennium is $90,209,716.

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. American Federation of State, County and Municipal Employees 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: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

SUBJECT: Consideration and Approval of the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, Unit A, E, F, Collective Bargaining Agreement for 2025-2027

DATE: May 14, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, Unit A, E, & F, began negotiations for a successor collective bargaining agreement (CBA) in September 2024.

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

Request in Front of the Board

Pursuant to NRS 288.555, the Division of Human Resource Management, (DHRM) is respectfully placing the AFSCME, Local 4041, Unit A, E, & F, CBA, for the contract term of July 1, 2025 through June 30, 2027, in front of this Board for review and approval.

Implementation of the CBA

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

Material Changes from the 2025-2027 CBA

- Effective July 1, 2025, the salary schedule for bargaining units A, E, & F will be increased by three percent (3%).
- Effective July 1, 2026, the salary schedule for bargaining units A, E, & F will be increased by three (3%).
- For the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive retention incentive of two thousand dollars ($2,000) per fiscal year. These retention incentive payments will be distributed in four equal installments throughout the fiscal year, beginning in July 2025.
- Annual Leave cash out twice per fiscal year, up to 40 hours each, as long as 200 hours remain after cash out.
- Tool Allowance: Eligible employees will receive $1,200 per fiscal year, distributed evenly in each paycheck for the purchase and maintenance of required tools.
- Continuation of four (4) Personal Leave days per calendar year.
- Union Leave pool of 4,000 hours to be distributed between Unit A, E, F, and C.
- The number of Union Leave hours provided to bargaining units A, E, & F was reduced by 1,000 hours from the amount included in the current CBA.
- Four articles were struck from the current CBA on matters already covered by state and federal law.
- The proposed CBA contains several revisions that make the proposed CBA clearer and more concise.

Thank you for your consideration.

Attachments: AFSCME Local 4041, Unit A, E, & F – Collective Bargaining Agreement

AFSCME Local 4041, Ratification Certification
AFSCME Local 4041, 2025-2027 CBA Fiscal Impact Statement,

2025-27 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:	FY26	FY27
FTE	4,227.86	4,288.11
PCNs	4,258	4,318

Key changes in this agreement:

		Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
•	Effective July 1, 2025, the salary schedules for Bargaining Units A, E, & F will be increased by three percent (3%)	$ 13,744,117	$ -	Calculated using the state budget system.
•	Effective July 1, 2026, the salary schedules for Bargaining Units A, E, & F will be increased by three percent (3%)	$ -	$ 27,749,693	Calculated using the state budget system.
•	Employees covered under this Agreement will receive a retention incentive of $2,000 per year, to be distributed in 4 equal installments each year	$ 8,516,000	$ 8,636,000	Calculated on total PCNs (unique positions) x $2,000 per year
•	Continuity of Service payments the same as provided by legislation for non-covered employees	$ -	$ -	Included in Governor Recommended budget; no fiscal impact.
•	Annual Leave cash out twice per fiscal year: up to 40 hours each, as long as 200 hours remain after cash out	$ 4,234,019	$ 4,521,671	Cannot be accurately determined without experience. Estimated at maximum, assuming all positions filled and all with eligible balances (roughly 24%) requesting payout.
•	Tool Allowance: Eligible employees will receive $1,200 per fiscal year, distributed evenly in each paycheck for the purchase and maintenance of required tools.	$ 300,000	$ 300,000	Cannot be precisely determined as eligibility is dependent on department policy and job classification specifications. Conservatively estimated at 250 positions, mainly maintenance and mechanical, which is roughly 5.4% of the positions in these combined units.
•	Continuation of 4 Personal Leave days per calendar year per employee.	$ 10,585,047	$ 11,304,179	Estimated at average pay, assuming each shift being covered by a coworker at overtime rate of 1.5 x pay, and 8 hour shifts.
•	Union Leave pool of 4,000 hours to be distributed between Unit C, and Units A, E, and F.	$ 155,370	$ 163,620	Estimated at average pay, assuming each shift being covered by a coworker at overtime rate of 1.5 x pay, and half of the pool of hours going to Unit C.
	Total potential fiscal impact, using upper limit values where unclear:	**$ 37,534,553**	**$ 52,675,163**	
			Biennium Total:	**$ 90,209,716**

Outlook

AFSCME contracts for Units AEF and Unit C ratified

From Chris Fox <CFox@afscme.org>
Date Wed 4/30/2025 8:18 PM
To Bachera Washington <bachera@admin.nv.gov>
Cc Matthew Lee <Matt.Lee@admin.nv.gov>; Steven O. Sorensen <ssorensen@ag.nv.gov>; Josh M. Reid <jmreid@ag.nv.gov>; Lalo Macias <LMacias@afscme.org>; Nathan Ring <nathan@rrvlawyers.com>

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

Good evening Bachera,

This email is to provide notice that Bargaining Units A, E and F and Bargaining Unit C each independently ratified their contracts this evening, 4/30/2025. We ask that the AFSCME ratified contracts for the July 1, 2025-June 30, 2027 period be placed on the Board of Examiners Agenda for the May 8th meeting.

Thank you,
Chris

Christopher Fox
Collective Bargaining Manager
American Federation of State, County and Municipal Employees (AFSCME)
Email: cfox@afscme.org
Office: 202-327-8430
Cell: 410-533-7472

State of Nevada

&

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

Unit A, E, F

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this Collective Bargaining Agreement, referred to herein as the "Agreement" or "CBA," is entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, LOCAL 4041, UNITS A, E, and F ("AFSCME" or "Union") as the exclusive representative of Bargaining Units A, E, and F employees, together referred to as the "parties." This Agreement covers State employees in the above referenced Bargaining Units.

ARTICLE 1. UNION RECOGNITION

The State recognizes AFSCME as the exclusive bargaining agent for Bargaining Units A, E, and F for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Units A, E, and F, which is pursuant to NRS 288.515(1)(c). The positions included in the above referenced Bargaining Units are described in Appendix A of this Agreement. The titles of positions listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The State will inform the Union of any proposed changes to the job classifications in Appendix A at least thirty (30) calendar days prior to the effective date of the change. Temporary employees and volunteers may not become members of the above referenced Bargaining Units.

ARTICLE 2. DEFINITIONS

"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://dmvnv.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)/

"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.

"Just cause" means the State's application of Article 12, Discipline, in a manner that is not arbitrary, capricious, or in violation of State or federal laws.

"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.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 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 length of service the employee has served with the State of Nevada or the Nevada System of Higher Education.

"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 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 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 3. MANAGEMENT RIGHTS

3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.

3.2 Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Employer without negotiation include:

3.2.1 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.

3.2.2 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 5, Layoff & Reemployment.

3.2.3 The right to determine:

3.2.3.1 Appropriate staffing levels and work performance standards, except for safety considerations;

3.2.3.2 The content of the workday, including without limitation workload factors, except for safety considerations;

3.2.3.3 The quality and quantity of services to be offered to the public;

3.2.3.4 The means and methods of offering those services.

3.2.3.5 The safety of the public.

3.3 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. These 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.

3.4 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.

3.5 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 4. HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments as outlined in NAC 284.295 to NAC 284.441, et. seq., and NRS 284.205 to 284.330, et. seq.

4.2 PROBATIONARY PERIOD

4.2.1 The Probationary Period for bargaining unit positions shall be twelve (12) months.

4.2.2 During a Probationary Period, a Probationary employee may be rejected for any lawful reason, as determined by their Appointing Authority.

4.2.3 Probationary employees may not appeal separation from State employment for being rejected during or failing to complete their Probationary Period through the grievance process outlined in this Agreement or any other administrative process

4.3 JOB POSTING

4.3.1 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, and the work area of the position. A link to the posting will be emailed to the Local 4041 info@nvafscme.org.

4.4 FILLING POSITIONS

4.4.1 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.

4.4.2 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.

4.4.3 Notwithstanding the above, when a Reemployment List exists, vacancies will be filled in accordance with the procedures of Article 5, Layoff & Reemployment of this Agreement.

4.4.4 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.

4.4.5 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.

4.5 EMPLOYMENT CONDITIONS

4.5.1 Intermittent & Temporary Employees

4.5.1.1 The Employer shall utilize intermittent and temporary appointments for bona-fide short term or time limited appointments.

4.6 CONTRACTING OUT

4.6.1 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.

4.6.2 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 the displacement of bargaining unit members. During this thirty (30) calendar-day period, the Union shall have the opportunity to submit an alternate proposal.

4.6.3 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.

4.6.4 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 of the work in question.

ARTICLE 5. LAYOFF & REEMPLOYMENT

5.1 LAYOFF

5.1.1 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.

5.1.2 A Department or Division shall identify positions for purposes of a layoff.

5.1.3 For the purposes of this Article, divisions within the DHHS and NSHE are considered to be Departments.

5.1.4 Such positions may be identified on the basis of any factors consistent with this Article.

5.1.5 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.

5.1.6 The order of layoff due to reduction in force shall be in the following order:

5.1.6.1 Emergency employees.

5.1.6.2 Temporary employees.

5.1.6.3 Provisional employees.

5.1.6.4 Probationary employees.

5.1.7 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.

5.1.8 Employees affected by the layoff shall be provided rights pursuant to NRS 286.3007.

5.2 TRANSFERS

5.2.1 If an employee is eligible to transfer, they will be provided the position and location where they have a right to transfer.

5.2.2 An offer of a transfer must be responded to in writing within five (5) business days of receipt of the offer.

5.2.3 An employee who transfers will be paid at the same grade and step they held in their pre-transfer position.

5.3 VOLUNTARY DEMOTIONS

5.3.1 If an employee is eligible to take a voluntary demotion, they will be provided the position and location where the voluntary demotion is situated.

5.3.2 An offer of a voluntary demotion must be responded to in writing within five (5) business days of receipt of the offer.

5.3.3 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.

5.4 LAYOFF

5.4.1 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.

5.5 REEMPLOYMENT

5.5.1 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.

5.5.2 It is the responsibility of the employee to update their contact information for the purpose of remaining on the reemployment list.

5.5.3 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.

5.5.4 Former permanent employees shall be offered reemployment from layoff in order of seniority based on continuous State service date.

5.5.5 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.

5.5.6 If no comparable position exists in their geographical area, the employee will be offered a comparable position in a different geographical area, if available.

5.5.7 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 applied and met the minimum qualifications.

5.5.8 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.

5.5.9 Former permanent employees may be offered reemployment from layoff to positions within Departments other than the Department from which they were laid off.

5.5.10 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.

5.5.11 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.

5.5.12 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.

5.5.13 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.

5.5.14 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.

5.6 SENIORITY DATE WHEN REEMPLOYED

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

ARTICLE 6. SEPARATION

6.1 RESIGNATION

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

6.2 DISABILITY SEPARATION

6.2.1 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 the Employer determines that every option available under the Employer's Reasonable Accommodation process has been exhausted.

6.3 REINSTATEMENT FROM DISABILITY SEPARATION

6.3.1 A permanent employee who is separated because of a physical, mental or emotional disorder is eligible for reinstatement pursuant to NAC 284.386 if the employee recovers from the disorder. Upon reinstatement, the employee's State seniority shall be reinstated, and the employee shall be reinstated at the same pay grade and step previously held at their separation

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. This Article shall not be construed as a guarantee of any particular work schedule for employees covered under this Agreement.

7.2 Employees are also required to comply with Department and Division policies, Executive Orders, and Administrative Regulations, as amended, with respect to their hours of work.

7.3 WORK SCHEDULES

7.3.1 State Employees' official workweek for the purposes of payroll begins on Monday at 0000 hours and ends at 2359 hours on the following Sunday.

7.3.2 NSHE Employees official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 hours on the following Saturday.

7.3.3 Work schedules for employees covered under this Agreement will be assigned according to Department or Division policy.

7.3.4 Work schedule will normally include two (2) consecutive regular days off ("RDO's"); however, the employee's Department or Division may adjust their regular work schedule with prior notice of fourteen (14) calendar days to the employee.

7.3.5 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:

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

7.3.5.2 Ten (10) hours per workday, four (4) days per workweek with three (3) RDO's. Employees will have a minimum of 2 consecutive days off.

7.3.5.3 Twelve (12) hours per workday, four (4) days per workweek with three (3) consecutive RDO's one week, and three (3) days per workweek with four (4) consecutive RDO's in the other week. This includes one (1) eight (8) hour day each eighty (80) hour pay period.

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

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

7.3.5.6 The Employer or the employee may terminate the variable and flexible schedule with fourteen (14) calendar days' notice.

7.3.6 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s). Departments/Divisions are responsible for determining the schedules employees will work based on operational need.

7.3.7 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 13, Grievance Procedure.

7.4 ALTERNATE WORK SCHEDULES

7.4.1 Alternate workweeks and work shifts of different numbers of hours may be established for Overtime-eligible employees by the Employer in order to meet 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. Where there are more volunteers than available schedule slots, the slots will be awarded to employees with the greatest seniority in descending order. 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. Once an alternative schedule has been agreed to, it may be rescinded by the Employer giving fourteen (14) days' notice.

7.4.2 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.

7.5 EMPLOYEE-REQUESTED SCHEDULE CHANGES

7.5.1 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. The Employer may disapprove requests if there are performance or attendance concerns.

7.6 TEMPORARY SCHEDULE CHANGES

7.6.1 An employee's workweek and/or work schedule may be temporarily changed with fourteen (14) Workdays prior notice from the Department or Division.

7.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less.

7.6.3 Employees will receive fourteen (14) calendar days' written notice of any Temporary Schedule Change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that the notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of Temporary Schedule Change by informing their supervisor of such acknowledgement within the fourteen (14) calendar day notice period.

7.6.4 Employees will be chosen for Temporary Schedule Changes based on skills and abilities to perform the duties required by the Employer.

7.6.5 Temporary schedule changes will be assigned based on a most senior volunteer basis first, then by using the least senior non-volunteer process if necessary.

7.7 PERMANENT SCHEDULE CHANGES

7.7.1 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.

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

7.8 EMERGENCY SCHEDULE CHANGES

7.8.1 The Employer may adjust an employee's workweek and work schedule without prior notice in emergency situations with a sudden, serious, and time-sensitive operational need that requires immediate action to prevent harm or disruption to operations. Emergency situations include, but are not limited to, natural disasters, internet hacks, damage State facilities or infrastructure, weather events requiring snow, ice or avalanche removal, fire duty, or unforeseen and urgent operational needs.

7.9 SHIFT BID

7.9.1 Department/Division-specific shift bid processes are in Appendix E of this Agreement.

7.9.2 Departments/Divisions that do not have shift bidding shall not be required to implement shift bidding as a result of this Agreement.

7.9.3 For the purposes of shift bidding processes negotiated in conjunction with this Agreement, employees with greater 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 seniority.

7.10 ANNUAL LEAVE BID

7.10.1 Departments/Divisions that do not have Annual Leave bidding shall not be required to implement bidding as a result of this Agreement.

7.10.2 For the purposes of Annual Leave bidding processes negotiated in conjunction with this Agreement, employees with greater State Seniority shall be eligible to bid first.

7.11 SENIORITY

7.11.1 "Seniority" means the length of service the employee has served with the State of Nevada or NSHE.

7.11.2 Where two (2) or more employees have the same seniority dates for determining job rights, then seniority shall be based on the employee with the lowest Employee Identification Number.

7.12 SHIFT TRADES

7.12.1 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. If both employees possess the required skills and abilities to work on the particular shift such approval shall not be unreasonably denied.

7.13 MAKE-UP TIME

7.13.1 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.

7.14 MEAL BREAKS & REST PERIODS

7.14.1 Unpaid Meal Breaks

7.14.1.1 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.

7.14.1.2 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.

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

7.14.2 Paid Meal Breaks for Straight Shift Schedules

7.14.2.1 Employees working straight shifts will not receive a paid meal break but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal breaks for employees on straight shifts do not require relief from duty.

7.14.3 Rest Periods

7.14.3.1 Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty.

7.14.3.2 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.

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

7.15 TIME REPORTING

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

7.16 OVERTIME-EXEMPT EMPLOYEES

7.16.1 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. The Employer's policy for all Overtime-exempt employees is as follows:

7.16.1.1 The Employer determines the products, services, and standards that must be met by Overtime-exempt employees.

7.16.1.2 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.

7.16.1.3 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.

7.16.1.4 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.

7.16.1.5 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.

7.16.1.6 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.

7.17 WINTER SHIFT & CONTINGENCY SCHEDULES

7.17.1 The Employer may establish yearly summer and winter contingency schedules as needed.

7.18 EMPLOYEE ASSIGNMENTS

7.18.1 Change of Duty Assignments

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

7.18.2 Between Duty Location or Work Area

7.18.3 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 work area/or shift from which the change in duty location is to be made. If one or more employee's 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.

7.18.4 Short-Term Change in Duty Assignment

7.18.4.1 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.

7.18.4.2 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 8. COMPENSATION

8.1 SALARY PAYMENT

8.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade there are at least ten (10) steps. Employees pay rates are set within a salary grade at a specific step.

8.1.2 Appendix A, "Salary Schedules for Bargaining Units A, E, and F" details the salary schedules for employees covered under this Agreement.

8.1.3 Effective July 1, 2025, the salary schedules for Bargaining Units A, E and F will reflect a cost-of-living increase of three percent (3%).

8.1.4 Effective July 1, 2026, the salary schedules for Bargaining Units A, E, and F will reflect a cost-of-living increase of three percent (3%).

8.2 RETENTION INCENTIVES

8.2.1 For the contract term of July 1, 2025, through June 30, 2027, 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 2025.

8.3 CONTINUITY OF SERVICE PAYMENTS

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

8.4 SALARY ADMINISTRATION

8.4.1 The appropriate Central Pay Center is responsible for the administration of salaries in accordance with State policies and this Agreement. This Article is intended to provide general information regarding compensation. As such, the information herein shall not be construed as an exhaustive representation of the Employer's compensation plan.

8.5 SALARY RATE UPON INITIAL APPOINTMENT

8.5.1 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.

8.6 SALARY RATE UPON PROMOTION

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

8.7 SALARY RATE UPON DEMOTION

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

8.7.2 Upon demotion for failure to complete a Trial Service Period, the employee will be placed in their former job classification and salary grade at their previous step but will have their pay increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.

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

8.8 MERIT PAY INCREASE

8.8.1 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.

8.9 CALLBACK PAY

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

8.10 COMPENSATORY TIME

8.10.1 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.

8.10.2 Any date to be taken off as Compensatory Time shall be scheduled by agreement between the supervisor and the employee. Approval of the use of Compensatory Time will be granted in a fair and equitable manner.

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

8.11 HOLIDAY PAY

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

8.11.2 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.

8.11.3 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.

8.11.4 Employees required to work on the day a holiday is observed, will receive 2x their regular hourly rate of pay for all hours actually worked on the holiday.

8.11.5 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.

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

8.11.7 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:

8.11.7.1 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

8.11.7.2 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.

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

8.11.9 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.

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

8.11.11 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.

8.12 OVERTIME

8.12.1 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.

8.12.2 Overtime will be administered in accordance with NRS 284.

8.12.3 For the purposes of this Article, "hours worked" includes all hours in a pay status.

8.12.4 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.

8.12.5 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.

8.12.6 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.

8.12.7 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.

8.13 SHIFT DIFFERENTIAL PAY

8.13.1 Employees whose regularly scheduled work shift 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.

8.13.2 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.

8.14 SPECIAL ADJUSTMENTS TO PAY

8.14.1 Acting Pay

8.14.1.1 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:

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

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

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

8.14.1.3 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.

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

8.14.2 Bilingual Pay

8.14.2.1 An employee who is required to use bilingual skills or sign language for persons who are deaf at least ten (10%) percent of their work time will be eligible for additional compensation equivalent to five percent (5%) of their base rate of pay.

8.14.2.2 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.

8.14.2.3 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.

8.14.3 Standby Pay

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

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

8.14.4 Equipment

8.14.4.1 Tools, Equipment, and Resources:

8.14.4.1.1 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.

8.14.4.2 Tool Allowance:

8.14.4.2.1 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.

8.14.5 Reimbursement for the use, loss, theft, or breakage of tools shall be authorized in accordance with NAC 284.294(2)

ARTICLE 9. LEAVE

PART I – PAID LEAVE

9.1 ADMINISTRATIVE LEAVE

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

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

9.2 ANNUAL LEAVE

9.2.1 Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave is subject to a maximum of four hundred eighty (480) hours of banked Annual Leave.

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

9.2.3 Accrual

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

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

9.2.3.1.2 (10) hours of Annual Leave per month.

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

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

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

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

9.2.4 Annual Leave Usage

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

9.2.4.2 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.

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

9.2.5 Annual Leave Cash Out

9.2.5.1 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 a remaining balance that is greater or equal to two hundred (200) hours of banked Annual Leave.

9.2.5.2 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.

9.2.5.3 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.

9.3 CATASTROPHIC LEAVE

9.3.1 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.

9.3.2 In addition to the above requirements, an employee must have exhausted all 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).

9.3.3 An employee may donate to their specific employing Department/Division 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.

9.3.4 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.

9.4 CIVIL LEAVE (JURY DUTY)

9.4.1 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.

9.4.2 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.

9.4.2.1 Working Prior to Jury Duty Reporting Time

9.4.2.1.1 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,

9.4.2.2 Working After Jury Duty Reporting Time

9.4.2.2.1 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.

9.4.3 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.

9.4.4 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.

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

9.5 INTERVIEW LEAVE

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

9.6 COMPENSATORY TIME

9.6.1 As defined in Article 8, Compensation.

9.7 HOLIDAYS

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

New Year's Day - January 1

Martin Luther King Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day Observed – Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

9.7.2 Holiday Observance Days

9.7.2.1 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.

9.7.2.2 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.

9.7.2.3 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.

9.7.2.4 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.

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

9.7.3 Holiday Compensation Rules

9.7.3.1 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.

9.7.3.2 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.

9.7.3.3 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.

9.8 MILITARY LEAVE

9.8.1 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) business days during each twelve (12) month period.

9.8.2 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) business days during each twelve (12) month period.

9.8.3 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.

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

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

9.9 PERSONAL LEAVE

9.9.1 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.

9.9.2 Part-time employees shall be credited with sixteen (16) hours of Personal Leave each calendar year regardless of hire date.

9.9.3 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.

9.9.4 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.

9.9.5 An employee who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.

9.9.6 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.

9.10 SICK LEAVE

9.10.1 Accrual

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

9.10.1.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.

9.10.1.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.

9.10.2 Carry Forward & Transfer

9.10.2.1 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.

9.10.3 Sick Leave Use

9.10.3.1 Sick Leave may be used for the following reasons:

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

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

9.10.3.1.3 Time away from work to care for family members based on the Family & Medical Leave Act (FMLA). Family member is defined to include:

9.10.3.1.3.1 Child.

9.10.3.1.3.2 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.

9.10.3.1.3.3 Spouse.

9.10.3.1.3.4 Registered domestic partner.

9.10.3.1.3.5 Grandparent.

9.10.3.1.3.6 Grandchild.

9.10.3.1.3.7 Sibling.

9.10.3.1.4 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.

9.10.3.1.5 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.

9.10.3.1.6 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.

9.10.3.1.7 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.

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

9.10.4 Sick Leave Reporting, Certification, & Verification

9.10.4.1 Planned Sick Leave is 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.

9.10.4.2 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.

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

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

9.10.5.1 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.

9.10.6 Sick Leave Abuse

9.10.6.1 Employees may be subject to progressive discipline when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental/Divisional Penalties & Prohibitions.

9.10.6.2 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.

9.10.6.3 If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article 12, Discipline.

9.10.6.4 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.

9.11 UNION LEAVE

9.11.1 See Article 15, Union Rights.

9.12 WORK-RELATED INJURY (WORKERS' COMPENSATION)

9.12.1 General Provisions

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

9.12.1.2 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.

9.12.1.3 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 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.

9.12.1.4 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) business days of notice of the incident.

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

9.12.2 Compensable Work-Related Injury or Illness Leave

9.12.2.1 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.

9.12.2.2 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.

9.12.3 Return-to-Work

9.12.3.1 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.

9.12.3.2 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

9.13 BENEFITS RELATING TO DOMESTIC VIOLENCE

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

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

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

9.13.2.2 Obtain counseling or assistance; and/or,

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

9.13.2.4 Establish a safety plan.

9.13.3 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.

9.14 BEREAVEMENT LEAVE

9.14.1 Employees are allowed time away from work for up to five (5) business days for Bereavement Leave. Leave for bereavement applies to the family member list as described under the Sick Leave Section of this Article.

9.14.2 Employees may use Sick Leave during their time away from work for bereavement.

9.14.3 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.

9.15 LEAVE WITHOUT PAY (LWOP)

9.15.1 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.

9.16 LEAVE OF ABSENCE WITHOUT PAY

9.16.1 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 Human Resource 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.

9.16.2 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.

9.17 FAMILY & MEDICAL LEAVE

9.17.1 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.

9.18 MILITARY LEAVE - UNPAID

9.18.1 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.

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

ARTICLE 10. WORK PERFORMANCE

10.1 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, pursuant to NAC 284.468. to NAC 284.480, et., seq.

10.2 COACHING & COUNSELING

10.2.1 Performance concerns 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 concern-before it is mentioned in an annual performance evaluation.

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

10.2.3 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.

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

10.3 LETTERS OF INSTRUCTION

10.3.1 A Letter of Instruction is a document to provide an employee coaching or performance management tools to address the job performance and/or behavior of the employee; and provide evidence of the job performance or behavior expected of the employee; and is not part of the formal disciplinary process.

10.3.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

10.3.3 Letters of Instruction should not be issued to employees whose leave balance falls below ten (10) hours, due to time spent on FMLA.

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

10.4 PERFORMANCE IMPROVEMENT PLAN (PIP)

10.4.1 If an employee is having performance issues, a meeting may be held between the Department or Division supervisor or management, and the employee. The function of this meeting is to discuss the parameters of a PIP designed to help the employee meet identified work performance standards.

10.4.2 A copy of the PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.

10.4.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

10.5 PERFORMANCE EVALUATION REVIEW

10.5.1 In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such a 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) business days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.

10.5.2 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.

10.6 PERFORMANCE APPRAISALS

10.6.1 When a report on performance is given which reports the overall rating of performance of an employee as substandard:

10.6.1.1 The report must contain a written notice that such reports affect merit pay increases; and,

10.6.1.2 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.

ARTICLE 11. RECORDS MANAGEMENT

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

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

11.3 The Employer will provide access to the file(s) as soon as possible but not more than fifteen (15) business 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 NSHE or Central Records Personnel File by sending a copy of such record to the appropriate Human Resources.

11.4 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.

11.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedure governing records management.

11.6 FILE TYPES

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

11.6.2 Medical File

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

11.6.3 Payroll File

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

11.6.4 Personnel Files

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

11.6.4.2 One (1) official Personnel File may also be maintained by the employee's Department or Division Human Resources Office.

11.6.4.3 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, policy acknowledgements, performance evaluations, and disciplinary actions.

11.6.4.4 They may also contain copies of letters of commendation, training certificates, or other work-related documentation that is requested to be included in the file.

11.6.5 Supervisor File

11.6.5.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation.

11.6.5.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.

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

11.6.6 Training File

11.6.6.1.1 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.

11.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

11.7.1 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.

11.7.2 An Documented Verbal 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.

11.7.3 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations.

11.7.4 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.

11.7.5 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.

11.8 CONFIDENTIALITY

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

11.8.2 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.

11.9 PUBLIC RECORDS

11.9.1 DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

ARTICLE 12. DISCIPLINE

12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee will not discipline an employee without Just Cause, as defined in this Agreement.

12.2 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized and complied with except modified as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

12.3 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for egregious or criminal acts, or conduct that creates public safety, employee safety, inmate safety, and/or patient safety concerns.

12.4 PROGRESSIVE DISCIPLINE

12.4.1 The Employer may take the following progressive disciplinary actions against any employee, in order of severity:

12.4.1.1 Documented Verbal Warning

12.4.1.2 Written Reprimand

12.4.1.3 Suspension Without Pay

12.4.1.4 Demotion

12.4.1.5 Dismissal from Service

12.4.2 Multiple Verbal Warnings, Written Reprimands and Suspensions may be utilized before resorting to more severe disciplinary action.

12.5 LAST CHANCE AGREEMENT (LCA)

12.5.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.

12.5.2 In the event an employee continues to have documented 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.

12.5.3 A copy of the 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 NSHE Records or Central Records Unit.

12.5.4 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.

12.6 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

12.6.1 The Employer may discipline an employee for reasons related to their performance.

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

12.6.3 The Employer will:

12.6.3.1 Notify the employee in writing of the deficiency and provide an explanation of the Employer's position.

12.6.3.2 The notice shall include:

12.6.3.2.1 Specific instances of unacceptable performance by the employee on which the proposed action is based;

12.6.3.2.2 The performance standards/elements of the employee's job classification involved in each specification of unacceptable performance; and,

12.6.3.2.3 A description of the efforts made by the Employer to assist the employee in improving performance.

12.6.3.3 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,

12.6.3.4 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.

12.7 INVESTIGATIONS

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

12.7.2 A short-term change in assignment, Work Area and or Duty Location as a temporary measure during or pursuant to an administrative or criminal investigation of an employee is a management right, and it shall not be considered discipline under this Agreement.

12.7.3 If an employee receives a Reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.

12.7.4 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.

12.7.5 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. During an employee's investigative interview, the Union representative/steward shall be permitted to ask clarifying questions.

12.7.6 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. Time used by the employee to seek legal advice and/or counsel will not be counted towards the investigation timeframe.

12.7.7 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.

12.7.8 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) days after the employee is provided notice of the allegations, unless the Appointing Authority, or designee, requests an extension, pursuant to NAC 284.6555. Under no circumstances will an investigative interview be postponed for longer than ten (10) business days. If an interview is rescheduled by the employee or the Union, the time it took to reschedule shall not be counted towards the ninety (90) days to complete the investigation.

12.7.9 The Employer must provide the employee and Union (info@nvafscme.org) a copy of the extension requests at the time the request is made, and a copy of the approved extension notice at the time it is approved.

12.7.9.1 Adjudications are based upon a review of the completed misconduct investigation report and consideration of the evidence and statements presented in the investigation.

12.7.9.2 The Appointing Authority, or their designee, will make a finding of whether each allegation is sustained or not sustained.

12.7.9.3 If an allegation is sustained, the Appointing Authority shall determine whether disciplinary action is appropriate, and what level of discipline to impose.

12.7.9.4 In determining the level of discipline to impose, the Appointing Authority, or designee, will consider progressive discipline and the seriousness of the offense.

12.7.10 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.

12.8 PRE-DISCIPLINARY REVIEW

12.8.1 A Pre-Disciplinary Review 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. 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:

12.8.1.1 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) business days after the HR-41 is delivered. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular business day for the employee.

12.8.1.2 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.

12.8.1.3 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, or designee, will render the final decision.

12.8.2 At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may examine any material the designated representative conducting the Pre-Disciplinary Review receives. The employee may submit a response to the material to the Appointing Authority, or designee, who shall take the response into consideration before a recommendation to impose punitive action against the employee is taken.

12.8.3 The employee may request one day of Administrative Leave with pay to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal from service.

12.8.4 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.

12.8.5 The employee must be given a copy of the findings 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.

12.9 CONFIDENTIALITY

12.9.1 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.

12.10 GRIEVANCES OF DISCIPLINARY ACTION

12.10.1 An employee may file a grievance relative to disciplinary action under Article 13, Grievance Procedure within twenty (20) business days, or file an appeal to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.

12.10.2 Once an employee has properly filed a grievance under Article 13, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

ARTICLE 13. GRIEVANCE PROCEDURE

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

13.1.1 The grievance process outlined in this Article is to resolve disputes between an employee and the Employer, and it may not be used to resolve disputes between an employee covered under this Agreement and another State employee.

13.1.2 "Grievance" is defined as any dispute that arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement including but not limited to:

13.1.2.1 Compensation,

13.1.2.2 Working hours,

13.1.2.3 Working conditions,

13.1.2.4 Union Membership (state proposed substitution,

13.1.2.5 The administration and interpretation of this Agreement,

13.1.2.6 The inconsistent application of policies or procedures relating to the employee's employment

13.1.2.7 The applicability of any law, rule, or regulation relating to the employee's employment,

13.1.2.8 Imposition of discipline, or

13.1.2.9 Other adverse employment actions.

13.1.3 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:

13.1.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 21, Unlawful Discrimination.

13.1.3.2 A change in classification or the allocation of positions (NRS 284.165)

13.1.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)

13.1.3.4 A denial of Catastrophic Leave (NRS 284.3629)1

13.1.3.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 284.641)

13.2 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.

13.3 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:

13.3.1 The exclusive representative is provided a copy of the adjustment of the grievance; and the adjustment of the grievance is not inconsistent with the provisions of this Agreement or any supplemental bargaining agreement then in effect.

13.4 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.

13.5 Grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance, or the date the grievant became aware or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within twenty (20) business days after the effective date of the discipline at the step set forth in Article 12, Discipline. or file an appeal to the Nevada State Human Resource Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.

13.6 Probationary employees may not file a grievance under this Article relating to their failure to complete, or the failure of, their Probationary Period.

13.7 FILING AND PROCESSING A GRIEVANCE

13.7.1 Procedure

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

13.7.1.2 A list of unresolved Grievances filed within the bargaining unit will be sent to the union weekly. Grievances and any responses will be provided to the union upon request.

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

13.7.2 Non-Disciplinary Grievances

13.7.2.1 Step 1 – Supervisor

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

13.7.2.2 Step 2 - Division Administrator

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

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

13.7.2.3 Step 3 - Department Director

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

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

13.7.2.4 Step 4 – Formal Mediation

13.7.2.4.1 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 ten (10) business days of receipt of the Step 3 decision, 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.

13.7.2.4.2 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.

13.7.2.4.3 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.

13.7.2.4.4 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.

13.7.2.5 Step 5 - Arbitration

13.7.2.5.1 If the grievance is not resolved at Step 4, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director, or their designee.

13.7.2.5.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

13.7.2.5.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

13.7.2.6 Disciplinary Grievances

13.7.2.6.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1 - Supervisor level.

13.7.2.6.2 Grievances of Written Reprimands will be filed at the Step 2 – Deputy Administrator level.

13.7.2.6.3 Grievances of a suspension, demotion or termination shall be filed at the Step 4- Mediation.

13.7.2.6.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

13.7.2.6.5 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.

13.7.3 Arbitration Procedure

13.7.3.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) or American Arbitration Panel (AAA) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS or AAA as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.

13.7.3.2 If the selected arbitrator is unavailable within ninety (90) calendar days of their selection, the parties may, by mutual agreement, choose another arbitrator from the same list.

13.7.3.3 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The arbitrator's award shall be in writing and shall be final and binding.

13.7.3.4 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties except as in this article Grievance Procedure. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

13.7.3.5 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case or an appeal under NRS 284, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.

13.7.3.6 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.

13.7.4 Contents of Grievance

13.7.4.1 The name of the grievant.

13.7.4.2 The grievant's job classification, Department, Division, and Section.

13.7.4.3 The grievant's contact information.

13.7.4.4 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.

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

13.7.4.6 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.

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

13.7.4.8 The specific remedy sought by the grievant.

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

13.7.5 Modifications to a Grievance

13.7.5.1 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, to include any records or evidence not available at the time of filing, which support the grievant's claim, provided no new allegations are made.

13.7.6 Consolidation of Grievances

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

13.7.7 When Resolution of a Grievance Becomes Binding

13.7.7.1 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.

13.8 INFORMAL RESOLUTION OF A GRIEVANCE

13.8.1 General Provisions

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

13.8.1.2 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.

13.8.2 Informal Mediation

13.8.2.1 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.

13.8.2.2 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.

13.9 WITHDRAWAL OF A GRIEVANCE

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

13.10 ATTENDANCE AT MEETINGS

13.10.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings scheduled in accordance with this Article.

13.10.2 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.

13.10.3 An employee must provide at least two (2) business days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting. ten (10) business 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.

13.11 SUCCESSOR CLAUSE

13.11.1 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.

13.12 TIMELINES

13.12.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing.

13.12.2 Failure to Meet Timelines

13.12.2.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal by the Employer of the grievance with prejudice.

13.12.2.2 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.

13.13 MISCELLANEOUS

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

13.13.2 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.

13.13.3 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.

13.13.4 The issue of whether the matter or decision raised in a grievance is outside of the scope of the matters for which a grievance may be filed pursuant to this Agreement (grievability) may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement.

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

ARTICLE 14. UNION/MANAGEMENT DISPUTE RESOLUTION

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

14.2 THE EXECUTIVE DEPARTMENT

14.2.1 The State of Nevada, also referred to as the "Employer," 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 in 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 DHRM Administrator.

14.3 THE UNION

14.3.1 Units A, E and F 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 and F under NRS 288.

14.4 DISPUTE RESOLUTION

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

14.4.2 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, any such communications are not to be considered formal collective bargaining communications for the purposes of this agreement.

14.5 UNION GRIEVANCES

14.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. 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.

14.5.2 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.

14.5.3 If the Union and the Employer cannot, through meeting and conferring, resolve an issue regarding the application or interpretation of provision(s) of this Agreement, the Union may file a grievance with the LRU

14.5.4 A Union Grievance must be filed within thirty (30) calendar days after the date of meeting between the Employer and the Union to meet and confer.

14.5.5 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure outlined in Article 13 of this Agreement.

14.6 SUCCESSOR CLAUSE

14.6.1 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 15. UNION RIGHTS

15.1 RIGHT TO UNION MEMBERSHIP

15.1.1 Employees have the right to become a member of the Union.

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

15.2 RIGHT TO UNION REPRESENTATION

15.2.1 Employees have the right to Union representation. Union representation may be requested on matters which 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.

15.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

15.3 ACCESS FOR UNION REPRESENTATIVES

15.3.1 Authorized Union Representatives shall have limited access to non-public areas of Employer worksites during working hours, 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, interviewing employees related to a grievance, and attending grievance hearings and conferences.

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

15.3.3 Whenever practicable, the Union Representatives will give notice to the Employer that they will be on site no later than five (5) business days prior to their arrival.

15.3.4 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 conflicts with Department/Division policy.

15.3.5 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.

15.4 BULLETIN BOARDS

15.4.1 The Employer will maintain bulletin board(s), or space on existing bulletin boards currently provided, to the Union for Union communication.

15.4.2 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.

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

15.4.4 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature. In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.

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

15.4.6 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.

15.5 USE OF STATE FACILITIES & EQUIPMENT

15.5.1 Meeting Space & Facilities

15.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and with prior written authorization of the Employer.

15.5.2 Supplies & Equipment

15.5.2.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the telephone or similar devices that may be used for people 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.

15.5.3 Email, Fax Machines, the Internet, & Intranets

15.5.3.1 Employees may use State-operated email to request Union representation. 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 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

15.5.3.1.1 Result in little or no cost to the Employer.

15.5.3.1.2 Be brief in duration and frequency.

15.5.3.1.3 Not interfere with the performance of their official duties.

15.5.3.1.4 Not distract from conducting of State business.

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

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

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

15.5.3.2 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.

15.5.3.3 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.

15.6 UNION STEWARDS

15.6.1 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.

15.6.2 The Union shall notify the DHRM LRU of any changes within five (5) business days.

15.6.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not be unreasonably denied.

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

15.7 TIME AWAY FROM WORK FOR UNION ACTIVITIES

15.7.1 Union 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, 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.

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

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

15.7.4 The parties recognize that the Union represents employees in Bargaining Units C, A, E and F, as provided for in NRS 288. Effective July 1, 2025, the Union will have an aggregate pool of four thousand (4,000) aggregate hours to draw from for Union Leave to be distributed and used based on the Union's discretion between Bargaining Units C, A, E and F. 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.

15.8 UNION LEAVE

15.8.1 A Union Steward or other Union designated employees must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department/Division.

15.8.2 Union Leave will be considered for approval or disapproval by the Department/Division within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department/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.

15.8.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.

15.8.4 Union Stewards and other union designated employees are responsible for coding their time appropriately when using Union Leave.

15.8.5 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. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and Department's/Divisions may not unreasonably deny leave requests for collective bargaining.

15.8.6 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.

15.9 NEW EMPLOYEE ORIENTATION

15.9.1 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.

15.9.2 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) calendar days of the initial employment of an employee, the Union shall be provided with the name of new employee(s) in job classifications covered under this Agreement and their duty location. The Union shall have an opportunity to meet with the employee(s) for thirty (30) minutes during the workday to introduce the employee(s) to the Union, subject to approval by the Department/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.

15.9.3 The Employer will provide access to Union materials to new employees.

15.10 INDEMNIFICATION

15.10.1 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 16. UNION DUES

16.1 NOTIFICATION TO EMPLOYEES

16.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status.

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

16.2 UNION DUES & DEDUCTIONS

16.2.1 Deductions for Union Dues are strictly voluntary.

16.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet

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

16.2.4 Within thirty (30) 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.

16.2.5 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

16.2.6 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.

16.3 VOLUNTARY DEDUCTIONS

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

16.3.2 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 to be deducted for this purpose.

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

16.3.4 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.

16.3.5 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.

16.4 STATUS REPORTS

16.4.1 Union Dues & Voluntary PAC Deductions

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

16.4.1.1.1 Employee name.

16.4.1.1.2 Mailing address.

16.4.1.1.3 Employee job title.

16.4.1.1.4 Department and Division

16.4.1.1.5 Work Location.

16.4.1.1.6 Work phone number.

16.4.1.1.7 Work email address.

16.4.1.1.8 Date of hire.

16.4.1.1.9 Pay grade.

16.4.1.1.10 Pay step.

16.4.1.1.11 Seniority date.

16.4.1.1.12 Separation date.

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

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

16.5 REVOCATION

16.5.1 An employee may revoke their authorization for payroll deduction of Union Dues 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.

16.5.2 The Union will notify the Employer within thirty (30) calendar days of all revocations.

16.5.3 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.

16.6 INDEMNIFICATION

16.6.1 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 Dues 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.

16.6.2 The State agrees not to honor any check-off authorization or Union Dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

16.7 BARGAINING UNIT INFORMATION

16.7.1 The Union may request information no more than once per month for information on 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:

16.7.1.1 Name

16.7.1.2 Date of Hire

16.7.1.3 Department

16.7.1.4 Work Location

16.7.1.5 Job Classification

16.7.1.6 Pay Rate

16.7.1.7 Pay Grade and Step

16.7.1.8 Home Address

16.7.1.9 Phone Number (both home and cell)

16.7.1.10 Personal and Work Email

16.7.1.11 Work Telephone Number

16.7.1.12 Continuous State Service

16.7.2 The above information will be provided in electronic form.

ARTICLE 17. TRAINING & PROFESSIONAL DEVELOPMENT

17.1 GENERAL PROVISIONS

17.1.1 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.

17.2 SPECIALIZED MANDATORY TRAINING

17.2.1 Based upon an employee's job classification, they may be required to complete specialized mandatory training courses.

17.2.2 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 18, Safety & Health.

17.2.3 Additionally, if specific training is required to perform certain functions, only employees who have completed that training will perform that work.

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

17.3 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

17.3.1 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.

17.3.2 Attendance at approved continuing education courses is considered work time in accordance with Article 8, Compensation. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.

17.4 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

17.4.1 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.

17.4.2 Employees must submit a request to attend external training or professional development using the process designated by their Department/Division.

17.4.3 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.

17.5 PROFESSIONAL LICENSURE

17.5.1 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.

17.6 MASTER COLLECTIVE BARGAINING AGREEMENT (MCBA) TRAINING

17.6.1 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

17.6.2 Stewards, and the Employer will provide training to managers and supervisors on this Agreement.

17.6.3 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 MCBA training will not interfere with an employee's regular duties.

17.7 TUITION REIMBURSEMENT

17.7.1 Departments/Divisions may approve full or partial tuition reimbursement, consistent with Department/Division policy and within available resources.

17.7.2 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.

17.7.3 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/Division will retain the obligation for reimbursement if the course is satisfactorily completed.

ARTICLE 18. SAFETY & HEALTH

18.1 GENERAL PROVISIONS

18.1.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that cause or are likely to cause harm to its employees.

18.1.2 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.

18.1.3 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), and the Center for Medicare and Medicaid Services (CMS)including the following:

18.1.3.1 Providing safe and healthy working conditions and practices;

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

18.1.3.3 Providing appropriate health and safety training; and,

18.1.3.4 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.

18.1.3.5 Maintaining State-owned fleet vehicles and equipment.

18.1.4 The Employer may direct an employee to use leave in accordance with Article 9, Leave, Section 10 Sick Leave, when employees self-report a contagious health condition.

18.1.5 A Department or Division may direct employees to use Administrative Leave or Article 9, Section 12 Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow them to seek appropriate testing and treatment.

18.1.6 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

18.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

18.2.1 The Employer and the Department or Division will determine and provide required safety devices, personal protective equipment, and safety apparel in accordance with safety standards established by OSHA, NOSHA and CMS for employees to effectuate their duties in a safe manner. The Employer shall provide necessary training to employees to safely perform their jobs and operate equipment as required by federal, State and local guidelines.

18.2.2 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

18.3 SAFETY COMMITTEES

18.3.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.

18.3.2 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).

18.3.3 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.

18.4 ERGONOMIC ASSESSMENTS

18.4.1.1 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.

18.5 AIR & WATER QUALITY ASSESSMENTS

18.5.1.1 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.

18.6 EMPLOYEE ASSISTANCE PROGRAM (EAP)

18.6.1.1 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.

18.7 WORKPLACE VIOLENCE

18.7.1 Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor.

18.7.2 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee to a supervisor and their Human Resources Office. 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.

ARTICLE 19. ALCOHOL, DRUG & TOBACCO FREE WORKPLACE

19.1 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 worksite, or on the Employer's property.

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

19.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

19.3.1 The Employer offers an EAP to all employees.

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

19.4 TOBACCO-FREE WORKPLACE

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

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

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

ARTICLE 20. REASONABLE ACCOMMODATION

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

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

ARTICLE 21. UNLAWFUL DISCRIMINATION

21.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

21.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, breastfeeding, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, victim of sexual assault or domestic violence, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws (NRS 608.0198), regulations or executive orders.

21.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

21.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

21.2.2 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 22. LABOR-MANAGEMENT COMMITTEES

22.1 PURPOSE

22.1.1 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 Labor-Management Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

22.2 DEPARTMENT OR DIVISION-LEVEL COMMITTEES

22.2.1 Department or Division-level Labor-Management Committees will be established to discuss and exchange Department or Division-specific information of a group nature and general interest to both parties.

22.3 AD HOC COMMITTEES

22.3.1 Committees to address specific issues may be established by mutual agreement at a Department or Division level Committee.

22.3.2 Ad hoc Department or Division-level Committees may only be established by mutual agreement at a Department or Division-level Committee meeting and mutually agreed upon by the parties.

22.4 SAFETY COMMITTEES

22.4.1 The Employer and the Union may establish Joint Safety Committees according to this Article and Article 18, Safety & Health.

22.5 SCOPE OF AUTHORITY FOR COMMITTEES

22.5.1 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.

22.5.2 The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination, if necessary.

22.5.3 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 23. SUPPLEMENTAL BARGAINING

23.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department or Division-specific bargaining pursuant to NRS Chapter 288.585.

23.2 Proposals for Department or Division-specific bargaining must be both Department or Division specific, non-compensation related, and are subject to the Legislative appropriation requirements of NRS 288.505(1)(c).

ARTICLE 24. STRIKES

24.1 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 25. REMOTE WORK

25.1 The Employer and the Union agree that employees are expected to report to their officially assigned work or duty stations ready to work on 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.

25.2 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.

25.3 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.

25.4 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.

25.5 Permission to work remotely can be rescinded at any time at the discretion of the Department/Division.

25.6 This Article is not subject to Article 13, Grievance Procedure.

ARTICLE 26. ENTIRE AGREEMENT

26.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

26.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

26.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

ARTICLE 27. SAVINGS CLAUSE

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

ARTICLE 28. APPROPRIATIONS

28.1 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.

28.2 Pursuant to NRS 288.505(1)(c), if the Legislature appropriates less funding than the amount requested pursuant to Article 28.1 to fund this Agreement, the provisions of this Agreement shall be implemented only to the extent of the appropriation made by the Legislature and in accordance with any prioritization provided by the Legislature.

28.3 If the Legislature is unclear in how the reduced appropriation should be used to implement the provisions of this Agreement, the parties shall bargain over how the funds appropriated for this Agreement will be utilized. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.

28.4 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

28.5 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

ARTICLE 29. DISTRIBUTION OF AGREEMENT

29.1 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.

29.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.

29.3 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 30. TERM OF AGREEMENT

30.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions of the agreement will remain in effect until a successor agreement has been successfully reached.

30.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give sixty (60) calendar days written notice of its desire to reopen this Agreement for negotiations. Negotiations for a successor to this Agreement shall begin no earlier than July, and no later than August 31, of the year prior to expiration. If no notice is given by either party, negotiations for a successor to this Agreement shall convene no later than September 30 of the year prior to expiration, at a time agreed upon by the parties.

30.3 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS Chapter 288.

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:



BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM



JOSH REID
Special Counsel – Labor Relations

For the Union:

Christopher Fox 5/12/2025

CHRISTOPHER FOX-AFSCME
Chief Negotiator for Bargaining Units A, E and F

APPROVED AS TO FORM

Christopher Fox 5/12/2025

CHRISTOPHER FOX-AFSCME
Chief Negotiator for Bargaining Units A, E and F

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 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.

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

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, Local 4041 for the 2025-2027 biennium for Bargaining Unit C, comprised of technical aides to professional employees. The estimated fiscal impact of the CBA for the biennium is $57,464,302.

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. American Federation of State, County and Municipal Employees was certified the exclusive representative for the state employees in Bargaining Unit C and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit C
with **American Federation of State, County, & Municipal Employees (AFSCME)**

In Governor's Recommended budget:	FY26	FY27
FTE	3,220.11	3,224.10
PCNs	3241	3244

Key points in this agreement:

		Estimated Fiscal Impact: FY 2026	FY 2027	
·	Effective July 1, 2025, the salary schedules will be increased by three percent (3%)	$ 7,739,000	$ -	Calculated using state budget system.
·	Effective July 1, 2026, the salary schedules will be increased by three percent (3%)	$ -	$ 16,159,470	Calculated using state budget system.
·	Employees will receive a retention incentive of two thousand dollars $2,000 per fiscal year, in 4 equal installments each fiscal year	$ 6,482,000	$ 6,488,000	Calculated on total PCNs (unique positions) x $2000 per year
·	Employees will receive continuity of service payments consistent with those provided by legislation to non-represented employees.	$ -	$ -	Included in Governor Recommended budget.
·	Annual Leave cash out opportunities twice per fiscal year of up to 40 each as long as 200 hours remain after cash out	$ 2,719,925	$ 2,859,729	Cannot be accurately determined without experience. Estimated assuming all positions filled and all with eligible balances (roughly 28%) requesting payout.
·	Eligible employees will receive $1200 per fiscal year, distributed evenly in each paycheck for the purchase and maintenance of required tools.	$ 90,000	$ 90,000	Cannot be precisely determined without a comprehensive study, as eligibility is dependent on agency policy and job classification. Calculated using estimate of 125 positions, which is approximately 3.9% of positions in the Unit.
·	Four (4) Personal Leave days per calendar year.	$ 7,095,456	$ 7,460,162	Estimated at average pay, assuming 8 hour shifts and each shift being covered by a coworker at overtime rate of 1.5 x pay.
·	Union Leave pool of 4,000 hours to be distributed between Units C, A, E, and F.	$ 136,830	$ 143,730	Calculated at average pay, assuming each shift being covered by a coworker at overtime rate of 1.5 x pay. For calculation purposes, half allocated to this agreement and half to the agreement for Units A, E, F.
	Total estimated fiscal impact:	**$ 24,263,211**	**$ 33,201,091**	
		Biennium Total	**$ 57,464,302**	

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

SUBJECT: Consideration and Approval of the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, Unit C, Collective Bargaining Agreement for 2025-2027

DATE: May 14, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, Unit C, began negotiations for a new collective bargaining agreement (CBA) in September 2024.

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

- Leave
- Compensation
- Hours of Work

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

Request in Front of the Board

Pursuant to NRS 288.555, the Division of Human Resource Management, (DHRM) is respectfully placing the AFSCME, Local 4041, Unit C, CBA, for the contract term of July 1, 2025 through June 30, 2027, in front of this Board for review and approval.

Implementation of the CBA

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

Key Financial Information with the creation of AFSCME Bargaining Unit C

- Effective July 1, 2025, the salary schedule for bargaining units C will be increased by three percent (3%).
- Effective July 1, 2026, the salary schedule for bargaining units C will be increased by three (3%).
- For the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive retention incentive of two thousand dollars ($2,000) per fiscal year. These retention incentive payments will be distributed in four equal installments throughout the fiscal year, beginning in July 2025.
- Compensatory Time – An overtime-eligible employee may accrue up to two hundred forty (240) hours of compensatory time at the rate of one and one-half (1 ½) times their regular hourly rate of pay for each hour of 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.
- Holiday Premium Pay will only be paid for the hours equal to an employee's regularly scheduled work shift.
- Shift Differential Pay – Employees whose regularly scheduled work shift 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.
- Tool Allowance – 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.
- Annual Leave – 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) of bank annual leave.
- 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 forty (40) hours per instance, so long as after cash out they have a remaining balance this is greater or equal to two hundred (200) hours of banked annual leave.
- Personal Leave – 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. Part time employees shall be credited with sixteen (16) hours of Personal Leave each calendar year regardless of hire date. 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.

Thank you for your consideration.

Attachments: AFSCME Local 4041, Unit C – Collective Bargaining Agreement

AFSCME Local 4041, Ratification Certification
AFSCME Local 4041, 2025-2027 CBA Fiscal Impact Statement

State of Nevada

&

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

Unit C

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this Collective Bargaining Agreement, referred to herein as the "Agreement" or "CBA," is entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, LOCAL 4041, UNIT C ("AFSCME" or "Union") as the exclusive representative of Bargaining Units C employees, together referred to as the "parties." This Agreement covers State employees in the above referenced Bargaining Units.

ARTICLE 1. UNION RECOGNITION

The State recognizes AFSCME as the exclusive bargaining agent for Bargaining Unit C for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Unit C which is pursuant to NRS 288.515(1)(c). The positions included in the above referenced Bargaining Unit are described in Appendix A of this Agreement. The titles of positions listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The State will inform the Union of any proposed changes to the job classifications in Appendix A at least thirty (30) calendar days prior to the effective date of the change. Temporary employees and volunteers may not become members of the above referenced Bargaining Units.

ARTICLE 2. DEFINITIONS

"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://dmvnv.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)/

"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.

"Just cause" means the State's application of Article 12, Discipline, in a manner that is not arbitrary, capricious, or in violation of State or federal laws.

"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.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 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 length of service the employee has served with the State of Nevada or the Nevada System of Higher Education.

"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 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 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 3. MANAGEMENT RIGHTS

3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.

3.2 Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Employer without negotiation include:

3.2.1 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.

3.2.2 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 5, Layoff & Reemployment.

3.2.3 The right to determine:

3.2.3.1 Appropriate staffing levels and work performance standards, except for safety considerations;

3.2.3.2 The content of the workday, including without limitation, workload factors, except for safety considerations;

3.2.3.3 The quality and quantity of services to be offered to the public;

3.2.3.4 The means and methods of offering those services;

3.2.3.5 The safety of the public;

3.3 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. These 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.

3.4 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.

3.5 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 4. HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments as outlined in NAC 284.295 to NAC 284.441, et. seq., and NRS 284.205 to 284.330, et. seq.

4.2 PROBATIONARY PERIOD

4.2.1 The Probationary Period for bargaining unit positions shall be twelve (12) months.

4.2.2 During a Probationary Period, a Probationary employee may be rejected for any lawful reason, as determined by their Appointing Authority.

4.2.3 Probationary employees may not appeal separation from State employment for being rejected during or failing to complete their Probationary Period through the grievance process outlined in this Agreement or any other administrative process.

4.3 JOB POSTING

4.3.1 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, and the work area of the position. A link to the posting will be emailed to the Local 4041 info@nvafscme.org.

4.4 FILLING POSITIONS

4.4.1 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.

4.4.2 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.

4.4.3 Notwithstanding the above, when a Reemployment List exists, vacancies will be filled in accordance with the procedures of Article 5, Layoff & Reemployment of this Agreement.

4.4.4 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.

4.4.5 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.

4.5 EMPLOYMENT CONDITIONS

4.5.1 Intermittent & Temporary Employees

4.5.1.1 The Employer shall utilize intermittent and temporary appointments for bona-fide short term or time limited appointments.

4.6 CONTRACTING OUT

4.6.1 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.

4.6.2 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 the displacement of bargaining unit members. During this thirty (30) calendar-day period, the Union shall have the opportunity to submit an alternate proposal.

4.6.3 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.

4.6.4 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 of the work in question.

ARTICLE 5. LAYOFF & REEMPLOYMENT

5.1 *LAYOFF*

5.1.1 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.

5.1.2 A Department or Division shall identify positions for purposes of a layoff.

5.1.3 For the purposes of this Article, divisions within the DHHS and NSHE are considered to be Departments.

5.1.4 Such positions may be identified on the basis of any factors consistent with this Article.

5.1.5 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.

5.1.6 The order of layoff due to reduction in force shall be in the following order:

5.1.6.1 Emergency employees.

5.1.6.2 Temporary employees.

5.1.6.3 Provisional employees.

5.1.6.4 Probationary employees.

5.1.7 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.

5.1.8 Employees affected by the layoff shall be provided rights pursuant to NRS 286.3007.

5.2 TRANSFERS

5.2.1 If an employee is eligible to transfer, they will be provided the position and location where they have a right to transfer.

5.2.2 An offer of a transfer must be responded to in writing within five (5) business days of receipt of the offer.

5.2.3 An employee who transfers will be paid at the same grade and step they held in their pre-transfer position.

5.3 VOLUNTARY DEMOTIONS

5.3.1 If an employee is eligible to take a voluntary demotion, they will be provided the position and location where the voluntary demotion is situated.

5.3.2 An offer of a voluntary demotion must be responded to in writing within five (5) business days of receipt of the offer.

5.3.3 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.

5.4 LAYOFF

5.4.1 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.

ARTICLE 6. SEPARATION

6.1 *RESIGNATION*

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

6.2 *DISABILITY SEPARATION*

6.2.1 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 the Employer determines that every option available under the Employer's Reasonable Accommodation process has been exhausted.

6.3 *REINSTATEMENT FROM DISABILITY SEPARATION*

6.3.1 A permanent employee who is separated because of a physical, mental or emotional disorder is eligible for reinstatement pursuant to NAC 284.386 if the employee recovers from the disorder. Upon reinstatement, the employee's State seniority shall be reinstated, and the employee shall be reinstated at the same pay grade and step previously held at their separation.

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. This Article shall not be construed as a guarantee of any particular work schedule for employees covered under this Agreement.

7.2 Employees are also required to comply with Department and Division policies, Executive Orders, and Administrative Regulations, as amended, with respect to their hours of work.

7.3 WORK SCHEDULES

7.3.1 State Employees' official workweek for the purposes of payroll begins on Monday at 0000 hours and ends at 2359 hours on the following Sunday.

7.3.2 NSHE Employees official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 hours on the following Saturday.

7.3.3 Work schedules for employees covered under this Agreement will be assigned according to Department or Division policy.

7.3.4 Work schedule will normally include two (2) consecutive regular days off ("RDO's"); however, the employee's Department or Division may adjust their regular work schedule with prior notice of fourteen (14) calendar days to the employee.

7.3.5 Work schedules may consist of one of the following combinations of daily work hours, meal breaks, and rest periods during a workweek:

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

7.3.5.2 Ten (10) hours per workday, four (4) days per workweek with three (3) RDO's. Employees will have a minimum of 2 consecutive days off.

7.3.5.3 Twelve (12) hours per workday, four (4) days per workweek with three (3) consecutive RDO's one week, and three (3) days per workweek with four (4) consecutive RDO's in the other week. This includes one (1) eight (8) hour day each eighty (80) hour pay period.

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

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

7.3.5.6 The Employer or the employee may terminate the variable and flexible schedule with fourteen (14) calendar days' notice.

7.3.6 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s). Departments/Divisions are responsible for determining the schedules employees will work based on operational need.

7.3.7 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 13, Grievance Procedure.

7.4 *ALTERNATE WORK SCHEDULES*

7.4.1 Alternate workweeks and work shifts of different numbers of hours may be established for Overtime-eligible employees by the Employer in order to meet 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. Where there are more volunteers than available schedule slots, the slots will be awarded to employees with the greatest seniority in descending order. 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. Once an alternative schedule has been agreed to, it may be rescinded by the Employer giving fourteen (14) days' notice.

7.4.2 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.

7.5 EMPLOYEE-REQUESTED SCHEDULE CHANGES

7.5.1 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. The Employer may disapprove requests if there are performance or attendance concerns.

7.6 TEMPORARY SCHEDULE CHANGES

7.6.1 An employee's workweek and/or work schedule may be temporarily changed with fourteen (14) Workdays prior notice from the Department or Division.

7.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less.

7.6.3 Employees will receive fourteen (14) calendar days' written notice of any Temporary Schedule Change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that the notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of Temporary Schedule Change by informing their supervisor of such acknowledgement within the fourteen (14) calendar day notice period.

7.6.4 Employees will be chosen for Temporary Schedule Changes based on skills and abilities to perform the duties required by the Employer.

7.6.5 Temporary schedule changes will be assigned based on a most senior volunteer basis first, then by using the least senior non-volunteer process if necessary.

7.7 PERMANENT SCHEDULE CHANGES

7.7.1 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.

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

7.8 EMERGENCY SCHEDULE CHANGES

7.8.1 The Employer may adjust an employee's workweek and work schedule without prior notice in emergency situations with a sudden, serious, and time-sensitive operational need that requires immediate action to prevent harm or disruption to operations. Emergency situations include, but are not limited to, natural disasters, internet hacks, damage State facilities or infrastructure, weather events requiring snow, ice or avalanche removal, fire duty, or unforeseen and urgent operational needs.

7.9 ANNUAL LEAVE BID

7.9.1 Departments/Divisions that do not have Annual Leave bidding shall not be required to implement bidding as a result of this Agreement.

7.9.2 For the purposes of Annual Leave bidding processes negotiated in conjunction with this Agreement, employees with greater State Seniority shall be eligible to bid first.

7.10 SENIORITY

7.10.1 "Seniority" means the length of service the employee has served with the State of Nevada or NSHE.

7.10.2 Where two (2) or more employees have the same seniority dates for determining job rights, then seniority shall be based on the employee with the lowest Employee Identification Number.

7.11 SHIFT TRADES

7.11.1 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. If both employees possess the required skills and abilities to work on the particular shift, such approval shall not be unreasonably denied.

7.12 MAKE-UP TIME

7.12.1 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.

7.13 MEAL BREAKS & REST PERIODS

7.13.1 Unpaid Meal Breaks

7.13.1.1 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.

7.13.1.2 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.

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

7.13.2 Paid Meal Breaks for Straight Shift Schedules

7.13.2.1 Employees working straight shifts will not receive a paid meal break but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal breaks for employees on straight shifts do not require relief from duty.

7.13.3 Rest Periods

7.13.3.1 Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty.

7.13.3.2 Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one- half (1/2) shift, scheduled rest periods are not required.

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

7.14 TIME REPORTING

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

7.15 OVERTIME-EXEMPT EMPLOYEES

7.15.1 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. The Employer's policy for all Overtime-exempt employees is as follows:

7.15.1.1 The Employer determines the products, services, and standards that must be met by Overtime-exempt employees.

7.15.1.2 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.

7.15.1.3 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.

7.15.1.4 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.

7.15.1.5 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.

ARTICLE 8. COMPENSATION

8.1 SALARY PAYMENT

8.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade there are at least ten (10) steps. Employees pay rates are set within a salary grade at a specific step.

8.1.2 Appendix A "Salary Schedules for Bargaining Unit C" details the salary schedules for employees covered under this Agreement.

8.1.3 Effective July 1, 2025, the salary schedules for Bargaining Unit C will reflect a cost-of-living increase of three percent (3%).

8.1.4 Effective July 1, 2026, the salary schedules for Bargaining Unit C will reflect a cost-of-living increase of three percent (3%).

8.2 RETENTION INCENTIVES

8.2.1 For the contract term of July 1, 2025, through June 30, 2027, 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 2025.

8.3 CONTINUITY OF SERVICE PAYMENTS

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

8.4 SALARY ADMINISTRATION

8.4.1 The appropriate Central Pay Center is responsible for the administration of salaries in accordance with State policies and this Agreement. This Article is intended to provide general information regarding compensation. As such, the information herein shall not be construed as an exhaustive representation of the Employer's compensation plan.

8.5 SALARY RATE UPON INITIAL APPOINTMENT

8.5.1 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.

8.6 SALARY RATE UPON PROMOTION

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

8.7 SALARY RATE UPON DEMOTION

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

8.7.2 Upon demotion for failure to complete a Trial Service Period, the employee will be placed in their former job classification and salary grade at their previous step but will have their pay increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.

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

8.8 MERIT PAY INCREASE

8.8.1 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.

8.9 CALLBACK PAY

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

8.10 COMPENSATORY TIME

8.10.1 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.

8.10.2 Any date to be taken off as Compensatory Time shall be scheduled by agreement between the supervisor and the employee. Approval of the use of Compensatory Time will be granted in a fair and equitable manner.

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

8.11 HOLIDAY PAY

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

8.11.2 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.

8.11.3 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.

8.11.4 Employees required to work on the day a holiday is observed will receive 2X their regular hourly rate of pay for all hours actually worked on the holiday.

8.11.5 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. Employees who work a portion of their shift on the day a holiday is observed shall still receive Holiday Pay equal to the number of hours in their regularly scheduled shift.

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

8.11.7 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:

8.11.7.1 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

8.11.7.2 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.

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

8.11.9 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.

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

8.11.11 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.

8.12 OVERTIME

8.12.1 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.

8.12.2 Overtime will be administered in accordance with NRS 284.

8.12.3 For the purposes of this Article, "hours worked" includes all hours in pay status.

8.12.4 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.

8.12.5 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.

8.12.6 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.

8.12.7 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.

8.13 SHIFT DIFFERENTIAL PAY

8.13.1 Employees whose regularly scheduled work shift 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.

8.13.2 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.

8.14 SPECIAL ADJUSTMENTS TO PAY

8.14.1 Acting Pay

8.14.1.1 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:

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

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

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

8.14.1.3 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.

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

8.14.2 Bilingual Pay

8.14.2.1 An employee who is required to use bilingual skills or sign language for persons who are deaf at least ten percent (10%) of their work time will be eligible for additional compensation equivalent to five percent (5%) of their base rate of pay

8.14.2.2 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.

8.14.2.3 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.

8.14.3 Standby Pay

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

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

8.14.4 Equipment

8.14.4.1 Tools, Equipment, and Resources:

8.14.4.1.1 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.

8.14.4.2 Tool Allowance:

8.14.4.2.1 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.

8.14.4.3 Reimbursement for the use, loss, theft, or breakage of tools shall be authorized in accordance with NAC 284.294 (2).

ARTICLE 9. LEAVE

PART I – PAID LEAVE

9.1 *ADMINISTRATIVE LEAVE*

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

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

9.2 *ANNUAL LEAVE*

9.2.1 Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave is subject to a maximum of four hundred eighty (480) hours of banked Annual Leave.

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

9.2.3 Accrual

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

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

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

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

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

9.2.3.1.5 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.

9.2.4 Annual Leave Usage

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

9.2.4.2 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.

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

9.2.5 Annual Leave Cash Out

9.2.5.1 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 (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.

9.2.5.2 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.

9.2.5.3 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.

9.3 *CATASTROPHIC LEAVE*

9.3.1 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.

9.3.2 In addition to the above requirements, an employee must have exhausted all 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).

9.3.3 An employee may donate to their specific employing Department/Division 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.

9.3.4 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.

9.4 *CIVIL LEAVE (JURY DUTY)*

9.4.1 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.

9.4.2 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.

9.4.2.1 Working Prior to Jury Duty Reporting Time

9.4.2.1.1 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,

9.4.2.2 Working After Jury Duty Reporting Time

9.4.2.2.1 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.

9.4.3 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.

9.4.4 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.

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

9.5 INTERVIEW LEAVE

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

9.6 COMPENSATORY TIME

9.6.1 As defined in Article 8, Compensation.

9.7 HOLIDAYS

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

New Year's Day – January 1

Martin Luther King Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day Observed – Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

9.7.2 Holiday Observance Days

9.7.2.1 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.

9.7.2.2 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.

9.7.2.2.1 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.

9.7.2.2.2 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.

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

9.7.3 Holiday Compensation Rules

9.7.3.1 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.

9.7.3.2 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.

9.7.3.3 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.

9.8 MILITARY LEAVE

9.8.1 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) business days during each twelve (12) month period.

9.8.2 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) business days during each twelve (12) month period.

9.8.3 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.

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

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

9.9 PERSONAL LEAVE

9.9.1 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.

9.9.2 Part-time employees shall be credited with sixteen (16) hours of Personal Leave each calendar year regardless of hire date.

9.9.3 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.

9.9.4 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.

9.9.5 An employee who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.

9.9.6 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.

9.10 SICK LEAVE

9.10.1 Accrual

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

9.10.1.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.

9.10.1.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.

9.10.2 Carry Forward & Transfer

9.10.2.1 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.

9.10.3 Sick Leave Use

9.10.3.1 Sick Leave may be used for the following reasons:

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

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

9.10.3.1.3 Time away from work to care for family members based on the Family & Medical Leave Act (FMLA). Family member is defined to include:

9.10.3.1.3.1 Child.

9.10.3.1.3.2 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.

9.10.3.1.3.3 Spouse.

9.10.3.1.3.4 Registered domestic partner.

9.10.3.1.3.5 Grandparent.

9.10.3.1.3.6 Grandchild.

9.10.3.1.3.7 Sibling.

9.10.3.1.4 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.

9.10.3.1.5 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.

9.10.3.1.6 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.

9.10.3.1.7 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.

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

9.10.4 Sick Leave Reporting, Certification, & Verification

9.10.4.1 Planned Sick Leave is 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.

9.10.4.2 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.

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

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

9.10.5.1 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.

9.10.6 Sick Leave Abuse

9.10.6.1 Employees may be subject to progressive discipline when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental/Divisional Penalties & Prohibitions.

9.10.6.2 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.

9.10.6.3 If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article 12, Discipline.

9.10.6.4 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.

9.11 UNION LEAVE

9.11.1 See Article 15, Union Rights.

9.12 WORK-RELATED INJURY (WORKERS' COMPENSATION)

9.12.1 General Provisions

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

9.12.1.2 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.

9.12.1.3 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 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.

9.12.1.4 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) business days of notice of the incident.

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

9.12.2 Compensable Work-Related Injury or Illness Leave

9.12.2.1 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.

9.12.2.2 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.

9.12.3 Return-to-Work

9.12.3.1 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.

9.12.3.2 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

9.13 BENEFITS RELATING TO DOMESTIC VIOLENCE

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

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

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

9.13.2.2 Obtain counseling or assistance; and/or,

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

9.13.2.4 Establish a safety plan.

9.13.3 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.

9.14 BEREAVEMENT LEAVE

9.14.1 Employees are allowed time away from work for up to five (5) business days for Bereavement Leave. Leave for bereavement applies to the family member list as described under the Sick Leave Section of this Article.

9.14.2 Employees may use Sick Leave during their time away from work for bereavement.

9.14.3 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.

9.15 LEAVE WITHOUT PAY (LWOP)

9.15.1 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.

9.16 LEAVE OF ABSENCE WITHOUT PAY

9.16.1 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 Human Resource 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.

9.16.2 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.

9.17 FAMILY & MEDICAL LEAVE

9.17.1 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.

9.18 MILITARY LEAVE - UNPAID

9.18.1 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.

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

ARTICLE 10. WORK PERFORMANCE

10.1 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, pursuant to NAC 284.468. to NAC 284.480, et., seq.

10.2 COACHING & COUNSELING

10.2.1 Performance concerns 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 concern before it is mentioned in an annual performance evaluation.

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

10.2.3 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.

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

10.3 *LETTERS OF INSTRUCTION*

10.3.1 A Letter of Instruction is a document to provide an employee coaching or performance management tools to address the job performance and/or behavior of the employee; and provide evidence of the job performance or behavior expected of the employee; and is not part of the formal disciplinary process.

10.3.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

10.3.3 Letters of Instruction should not be issued to employees whose leave balance falls below ten (10) hours, due to time spent on FMLA.

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

10.4 *PERFORMANCE IMPROVEMENT PLAN (PIP)*

10.4.1 If an employee is having performance issues, a meeting may be held between the Department or Division supervisor or management and the employee, The function of this meeting is to discuss the parameters of a PIP designed to help the employee meet identified work performance standards.

10.4.2 A copy of the PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.

10.4.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

10.5 *PERFORMANCE EVALUATION REVIEW*

10.5.1 In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such a 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) business days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.

10.5.2 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.

10.6 *PERFORMANCE APPRAISALS*

10.6.1 When a report on performance is given which reports the overall rating of performance of an employee as substandard:

10.6.1.1 The report must contain a written notice that such reports affect merit pay increases; and,

10.6.1.2 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.

ARTICLE 11. RECORDS MANAGEMENT

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

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

11.3 The Employer will provide access to the file(s) as soon as possible but not more than fifteen (15) business 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 NSHE or Central Records Personnel File by sending a copy of such a record to the appropriate Human Resources.

11.4 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.

11.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedure governing records management.

11.6 FILE TYPES

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

11.6.2 Medical File

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

11.6.3 Payroll File

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

11.6.4 Personnel Files

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

11.6.4.2 One (1) official Personnel File may also be maintained by the employee's Department or Division Human Resources Office.

11.6.4.3 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, policy acknowledgements, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that is requested to be included in the file.

11.6.5 Supervisor File

11.6.5.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation.

11.6.5.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.

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

11.6.6 Training File

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

11.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

11.7.1 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.

11.7.2 An Documented Verbal 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.

11.7.3 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations.

11.7.4 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.

11.7.5 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.

11.8 CONFIDENTIALITY

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

11.8.2 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.

11.9 PUBLIC RECORDS

11.9.1 DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

ARTICLE 12. DISCIPLINE

12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee will not discipline an employee without Just Cause, as defined in this Agreement.

12.2 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized and complied with except modified as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

12.3 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for egregious or criminal acts, or conduct that creates public safety, employee safety, inmate safety, and/or patient safety concerns.

12.4 *PROGRESSIVE DISCIPLINE*

12.4.1 The Employer may take the following progressive disciplinary actions against any employee, in order of severity:

12.4.1.1 Documented Verbal Warning

12.4.1.2 Written Reprimand

12.4.1.3 Suspension Without Pay

12.4.1.4 Demotion

12.4.1.5 Dismissal from Service

12.4.2 Multiple Verbal Warnings, Written Reprimands and Suspensions may be utilized before resorting to more severe disciplinary action.

12.5 *LAST CHANCE AGREEMENT (LCA)*

12.5.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.

12.5.2 In the event an employee continues to have documented 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.

12.5.3 A copy of the 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 NSHE Records or Central Records Unit.

12.5.4 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.

12.6 *DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE*

12.6.1 The Employer may discipline an employee for reasons related to their performance.

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

12.6.3 The Employer will:

12.6.3.1 Notify the employee in writing of the deficiency and provide an explanation of the Employer's position.

12.6.3.2 The notice shall include:

12.6.3.2.1 Specific instances of unacceptable performance by the employee on which the proposed action is based.

12.6.3.2.2 The performance standards/elements of the employee's job classification involved in each specification of unacceptable performance; and,

12.6.3.2.3 A description of the efforts made by the Employer to assist the employee in improving performance.

12.6.3.3 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,

12.6.3.4 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.

12.7 *INVESTIGATIONS*

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

12.7.2 A short-term change in assignment, Work Area and or Duty Location as a temporary measure during or pursuant to an administrative or criminal investigation of an employee is a management right, and it shall not be considered discipline under this Agreement.

12.7.3 If an employee receives a Reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.

12.7.4 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.

12.7.5 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. During an employee's investigative interview, the union representative/ steward shall be permitted to ask clarifying questions.

12.7.6 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. Time used by the employee to seek legal advice and/or counsel will not be counted towards the investigation timeframe.

12.7.7 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.

12.7.8 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. Under no circumstances will an investigative interview be postponed for longer than ten (10) business days. If an interview is rescheduled by the employee or the Union, the time it took to reschedule shall not be counted towards the ninety (90) days to complete the investigation.

12.7.9 The Employer must provide the employee and Union (info@nvafscme.org) a copy of the extension requests at the time the request is made, and a copy of the approved extension notice at the time it is approved.

12.7.9.1 Adjudications are based upon a review of the completed misconduct investigation report and consideration of the evidence and statements presented in the investigation.

12.7.9.2 The Appointing Authority, or their designee, will make a finding of whether each allegation is sustained or not sustained.

12.7.9.3 If an allegation is sustained, the Appointing Authority shall determine whether disciplinary action is appropriate, and what level of discipline to impose.

12.7.9.4 In determining the level of discipline to impose, the Appointing Authority, or designee, will consider progressive discipline and the seriousness of the offense. The Employer must provide the employee under investigation with a notice of an extension at the time the extension is approved.

12.7.10 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.

12.8 *PRE-DISCIPLINARY REVIEW*

12.8.1 A Pre- Disciplinary Review 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. 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:

12.8.1.1 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) business days after the HR-41 is delivered. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular business day for the employee.

12.8.1.2 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.

12.8.1.3 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, or designee, will render the final decision.

12.8.2 At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may examine any material the designated representative conducting the Pre-Disciplinary Review receives. The employee may submit a response to the material to the Appointing Authority, or designee, who shall take the response into consideration before a recommendation to impose punitive action against the employee is taken.

12.8.3 The employee may request one day of Administrative Leave with pay to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal from service. The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.

12.8.4 The employee must be given a copy of the findings 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.

12.9 *CONFIDENTIALITY*

12.9.1 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.

12.10 *GRIEVANCES OF DISCIPLINARY ACTION*

12.10.1 An employee may file a grievance relative to disciplinary action under Article 13, Grievance Procedure within twenty (20) business days, or file an appeal to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.

12.10.2 Once an employee has properly filed a grievance under Article 13, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

ARTICLE 13. GRIEVANCE PROCEDURE

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

13.1.1 The grievance process outlined in this Article is to resolve disputes between an employee and the Employer, and it may not be used to resolve disputes between an employee covered under this Agreement and another State employee.

13.1.2 "Grievance" is defined as any dispute that arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement including, but not limited to:

13.1.2.1 Compensation,

13.1.2.2 Working hours,

13.1.2.3 Working conditions,

13.1.2.4 Union Membership (state proposed substitution),

13.1.2.5 The administration and interpretation of this Agreement,

13.1.2.6 The inconsistent application of policies or procedures relating to the employee's employment,

13.1.2.7 The applicability of any law, rule, or regulation relating to the employee's employment,

13.1.2.8 Imposition of discipline, or

13.1.2.9 Other adverse employment actions.

13.1.3 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:

13.1.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 19, Unlawful Discrimination.

13.1.3.2 A change in classification or the allocation of positions (NRS 284.165)

13.1.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)

13.1.3.4 A denial of Catastrophic Leave (NRS 284.3629)

13.1.3.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 284.641)

13.2 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.

13.3 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:

13.3.1 The exclusive representative is provided a copy of the adjustment of the grievance; and the adjustment of the grievance is not inconsistent with the provisions of this Agreement or any supplemental bargaining agreement then in effect.

13.4 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.

13.5 Grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within twenty (20) business days after the effective date of the discipline at the step set forth in Article 12, Discipline, or file an appeal to the Nevada State Human Resource Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.

13.6 Probationary employees may not file a grievance under this Article, relating to their failure to complete, or the failure of their Probationary Period.

13.7 *FILING AND PROCESSING A GRIEVANCE*

13.7.1 Procedure

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

13.7.1.2 A list of unresolved Grievances filed within the bargaining unit will be sent to the union weekly. Grievances and any responses will be provided to the union upon request.

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

13.7.2 Non-Disciplinary Grievances

13.7.2.1 Step 1 – Supervisor

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

13.7.2.2 Step 2 – Division Administrator

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

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

13.7.2.3 Step 3 – Department Director

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

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

13.7.2.4 Step 4 – Formal Mediation

13.7.2.4.1 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 ten (10) business days of receipt of the Step 3 decision, 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.

13.7.2.4.2 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.

13.7.2.4.3 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.

13.7.2.4.4 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.

13.7.2.5 Step 5. Arbitration

13.7.2.5.1 If the grievance is not resolved at Step 4, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director or their designee.

13.7.2.5.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

13.7.2.5.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

13.7.2.6 Disciplinary Grievances

13.7.2.6.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1 – Supervisor Level.

13.7.2.6.2 Grievances of Written Reprimands will be filed at the Step 2 – Deputy Administrator level.

13.7.2.6.3 Grievances of a suspension, demotion or termination shall be filed at the Step 4 – Mediation.

13.7.2.6.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

13.7.2.6.5 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.

13.7.3 Arbitration Procedure

13.7.3.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) or American Arbitration Panel (AAA) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS or (AAA) as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.

13.7.3.2 If the selected arbitrator is unavailable within ninety (90) calendar days of their selection, the parties may, by mutual agreement, choose another arbitrator from the same list.

13.7.3.3 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The arbitrator's award shall be in writing and shall be final and binding.

13.7.3.4 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties except as in this article Grievance Procedure. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

13.7.3.5 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case or an appeal under NRS 284, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.

13.7.3.6 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.

13.7.4 Contents of Grievance

13.7.4.1 The name of the grievant.

13.7.4.2 The grievant's job classification, Department, Division, and Section.

13.7.4.3 The grievant's contact information.

13.7.4.4 The date, time, and place of the incident leading to the grievance and a statement set forth with particularity the pertinent facts surrounding the nature of the grievance.

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

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

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

13.7.4.8 The specific remedy sought by the grievant.

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

13.7.5 Modifications to a Grievance

13.7.5.1 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, to include any records or evidence not available at the time of filing, which support the grievant's claim, provided no new allegations are included with the amended grievance.

13.7.6 Consolidation of Grievances

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

13.7.7 When Resolution of a Grievance Becomes Binding

13.7.7.1 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.

13.8 *INFORMAL RESOLUTION OF A GRIEVANCE*

13.8.1 General Provisions

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

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

13.8.2 Informal Mediation

13.8.2.1 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.

13.8.2.2 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.

13.9 *WITHDRAWAL OF A GRIEVANCE*

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

13.10 *ATTENDANCE AT MEETINGS*

13.10.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings scheduled in accordance with this Article.

13.10.2 An employee will be allowed a 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.

13.10.3 An employee must provide at least two (2) business days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting. ten (10) business 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.

13.11 *SUCCESSOR CLAUSE*

13.11.1 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.

13.12 TIMELINES

13.12.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing.

13.12.2 Failure to Meet Timelines

13.12.2.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal by the Employer of the grievance with prejudice.

13.12.2.2 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.

13.13 ***MISCELLANEOUS***

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

13.13.2 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.

13.13.3 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.

13.13.4 The issue of whether the matter or decision raised in a grievance is outside of the scope of the matters for which a grievance may be filed pursuant to this Agreement (grievability) may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement.

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

ARTICLE 14. UNION/MANAGEMENT DISPUTE RESOLUTION

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

14.2 ***THE EXECUTIVE DEPARTMENT***

14.2.1 The State of Nevada, also referred to as the "Employer," 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 DHRM Administrator.

14.3 ***THE UNION***

14.3.1 Unit C 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 Unit C under NRS 288.

14.4 *DISPUTE RESOLUTION*

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

14.4.2 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, any such communications are not to be considered formal collective bargaining communications for the purposes of this agreement.

14.5 *UNION GRIEVANCES*

14.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. 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.

14.5.2 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.

14.5.3 If the Union and the Employer cannot, through meeting and conferring, resolve an issue regarding the application or interpretation of provision(s) of this Agreement, the Union may file a grievance with the LRU

14.5.4 A Union Grievance must be filed within thirty (30) calendar days after the date of meeting between the Employer and the Union to meet and confer.

14.5.5 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure outlined in Article 13 of this Agreement.

14.6 SUCCESSOR CLAUSE

14.6.1 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 15. UNION RIGHTS

15.1 RIGHT TO UNION MEMBERSHIP

15.1.1 Employees have the right to become a member of the Union.

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

15.2 *RIGHT TO UNION REPRESENTATION*

15.2.1 Employees have the right to Union representation. Union representation may be requested on matters which 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.

15.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

15.3 *ACCESS FOR UNION REPRESENTATIVES*

15.3.1 Authorized Union Representatives shall have limited access to non- public areas of Employer worksites during working hours, 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, interviewing employees related to a grievance, and attending grievance hearings and conferences.

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

15.3.3 Whenever practicable, the Union Representatives will give notice to the Employer that they will be on site no later than five (5) business days prior to their arrival.

15.3.4 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 conflicts with Department/Division policy.

15.3.5 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.

15.4 *BULLETIN BOARDS*

15.4.1 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.

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

15.4.3 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.

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

15.4.5 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.

15.5 *USE OF STATE FACILITIES & EQUIPMENT*

15.5.1 Meeting Space & Facilities

15.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and with prior written authorization of the Employer.

15.5.2 Supplies & Equipment

15.5.2.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the telephone or similar devices that may be used for people 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.

15.5.3 Email, Fax Machines, the Internet, & Intranets

15.5.3.1 Employees may use State-operated email to request Union representation. 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 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

15.5.3.1.1 Result in little or no cost to the Employer

15.5.3.1.2 Be brief in duration and frequency.

15.5.3.1.3 Not interfere with the performance of their official duties.

15.5.3.1.4 Not distract from conducting of State business.

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

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

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

15.5.3.2 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.

15.5.3.3 The employer will make every effort to ensure employees have access to information regarding PERS, PEBP, State of Nevada Risk Management, and State of Nevada Human Resources.

15.6 *UNION STEWARDS*

15.6.1 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.

15.6.2 The Union shall notify the DHRM LRU of any changes within five (5) business days.

15.6.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not be unreasonably denied.

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

15.7 *TIME AWAY FROM WORK FOR UNION ACTIVITIES*

15.7.1 Union 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, 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.

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

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

15.7.4 The parties recognize that the Union represents employees in Bargaining Units C, A, E and F, as provided for in NRS 288. Effective July 1, 2025, the Union will have an aggregate pool of four thousand (4,000) aggregate hours to draw from for Union Leave to be distributed and used based on the Union's discretion between Bargaining Units C, A, E and F. 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.

15.8 *UNION LEAVE*

15.8.1 A Union Steward or other Union designated employees must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department/Division.

15.8.2 Union Leave will be considered for approval or disapproval by the Department/Division within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department/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.

15.8.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.

15.8.4 Union Stewards and other union designated employees are responsible for coding their time appropriately when using Union Leave.

15.8.5 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. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and Department's/Divisions may not unreasonably deny leave requests for collective bargaining.

15.8.6 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.

15.9 NEW EMPLOYEE ORIENTATION

15.9.1 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.

15.9.2 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) calendar days of the initial employment of an employee, the Union shall be provided with the name of new employee(s) in job classifications covered under this Agreement and their duty location. The Union shall have an opportunity to meet with the employee(s) for thirty (30) minutes during the workday to introduce the employee(s) to the Union, subject to approval by the Department/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.

15.9.3 The Employer will provide access to Union materials to new employees.

15.10 INDEMNIFICATION

15.10.1 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 16. UNION DUES

16.1 NOTIFICATION TO EMPLOYEES

16.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status.

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

16.2 UNION DUES & DEDUCTIONS

16.2.1 Deductions for Union Dues are strictly voluntary.

16.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet

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

16.2.4 Within thirty (30) 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.

16.2.5 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

16.2.6 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.

16.3 VOLUNTARY DEDUCTIONS

16.3.1 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).

16.3.2 The Union will provide the Employer and the employees' 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 to be deducted for this purpose.

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

16.3.4 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.

16.3.5 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.

16.4 STATUS REPORTS

16.4.1 Union Dues & Voluntary PAC Deductions

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

16.4.1.1.1 Employee name.

16.4.1.1.2 Mailing address.

16.4.1.1.3 Employee job title.

16.4.1.1.4 Department and Division

16.4.1.1.5 Work Location.

16.4.1.1.6 Work phone number.

16.4.1.1.7 Work email address.

16.4.1.1.8 Date of hire.

16.4.1.1.9 Pay grade.

16.4.1.1.10 Pay step.

16.4.1.1.11 Seniority date.

16.4.1.1.12 Separation date.

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

16.4.1.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to these Sections.

16.5 REVOCATION

16.5.1 An employee may revoke their authorization for payroll deduction of Union Dues to 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 deductions paperwork.

16.5.2 The Union will notify the Employer within thirty (30) calendar days of all revocations.

16.5.3 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.

16.6 INDEMNIFICATION

16.6.1 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 Dues 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.

16.6.2 The State agrees not to honor any check-off authorization or Union Dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

16.7 *BARGAINING UNIT INFORMATION*

16.7.1 The Union may request information, no more than once per month, information on 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:

16.7.1.1 Name
16.7.1.2 Date of Hire
16.7.1.3 Department
16.7.1.4 Work Location
16.7.1.5 Job Classification
16.7.1.6 Pay Rate
16.7.1.7 Pay Grade and Step
16.7.1.8 Home Address
16.7.1.9 Phone Number (both home and cell)
16.7.1.10 Personal and Work Email
16.7.1.11 Work Telephone Number
16.7.1.12 Continuous State Service

16.8 The above information will be provided in electronic form.

ARTICLE 17. SAFETY & HEALTH

17.1 GENERAL PROVISIONS

17.1.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that cause or are likely to cause harm to its employees.

17.1.2 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.

17.1.3 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), and the Center for Medicare and Medicaid Services (CMS) including the following:

17.1.3.1 Providing safe and healthy working conditions and practices.

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

17.1.3.3 Providing appropriate health and safety training; and,

17.1.3.4 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.

17.1.3.5 Maintaining State-owned fleet vehicles and equipment.

17.1.4 The Employer may direct employees to use leave in accordance with Article 9, Leave, Part I Paid Leave, Sick Leave, when they self-report a contagious health condition

17.1.5 A Department or Division may direct employees to use Administrative Leave or Article 8, Leave, Section 12, Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow them to seek appropriate testing and treatment.

17.1.6 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

17.2 *PERSONAL PROTECTIVE EQUIPMENT (PPE)*

17.2.1 The Employer and the Department or Division will determine and provide required safety devices, personal protective equipment, and safety apparel in accordance with safety standards established by OSHA, NOSHA and CMS for employees to effectuate their duties in a safe manner. The Employer shall provide necessary training to employees to safely perform their jobs and operate equipment as required by Federal, State and local guidelines.

17.2.2 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

17.3 *SAFETY COMMITTEES*

17.3.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.

17.3.2 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).

17.3.3 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.

17.4 *ERGONOMIC ASSESSMENTS*

17.4.1 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.

17.5 *AIR & WATER QUALITY ASSESSMENTS*

17.5.1 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.

17.6 *EMPLOYEE ASSISTANCE PROGRAM (EAP)*

17.6.1 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.

17.7 WORKPLACE VIOLENCE

17.7.1 Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor.

17.7.2 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee to a supervisor and their Human Resources Office. 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.

ARTICLE 18. ALCOHOL, DRUG & TOBACCO-FREE WORKPLACE

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

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

18.3 *EMPLOYEE ASSISTANCE PROGRAM (EAP)*

18.3.1 The Employer offers an EAP to all employees.

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

18.4 *TOBACCO-FREE WORKPLACE*

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

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

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

ARTICLE 19. UNLAWFUL DISCRIMINATION

19.1 *UNLAWFUL DISCRIMINATION AND HARASSMENT*

19.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, breastfeeding, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, victim of sexual assault or domestic violence, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws (NRS 608.0198), regulations or executive orders.

19.2 *UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS*

19.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

19.2.2 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 20. LABOR-MANAGEMENT COMMITTEES

20.1 PURPOSE

20.1.1 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 Labor-Management Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

20.2 *DEPARTMENT OR DIVISION-LEVEL COMMITTEES*

20.2.1 Department or Division-level Labor-Management Committees will be established to discuss and exchange Department or Division-specific information of a group nature and general interest to both parties.

20.3 *AD HOC COMMITTEES*

20.3.1 Committees to address specific issues may be established by mutual agreement at a Department or Division level Committee.

20.3.2 Ad hoc Department or Division-level Committees may only be established by mutual agreement at a Department or Division-level Committee meeting and mutually agreed upon by the parties.

20.4 *SAFETY COMMITTEES*

20.4.1 The Employer and the Union may establish Joint Safety Committees according to this Article and Article 17, Safety & Health.

20.5 ***SCOPE OF AUTHORITY FOR COMMITTEES***

20.5.1 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.

20.5.2 The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination, if necessary.

20.5.3 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 21. SUPPLEMENTAL BARGAINING

21.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department or Division-specific bargaining pursuant to NRS Chapter 288.585.

21.2 Proposals for Department or Division-specific bargaining must be both Department or Division specific, non-compensation related, and are subject to the Legislative appropriation requirements of NRS 288.505(1)(c).

ARTICLE 22. STRIKES

22.1 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 23. ENTIRE AGREEMENT

23.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

23.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

23.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

ARTICLE 24. SAVINGS CLAUSE

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

ARTICLE 25. APPROPRIATIONS

25.1 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.

25.2 Pursuant to NRS 288.505(1)(c), if the Legislature appropriates less funding than the amount requested pursuant to Article 26.1 to fund this Agreement, the provisions of this Agreement shall be implemented only to the extent of the appropriation made by the Legislature and in accordance with any prioritization provided by the Legislature.

25.2.1 If the Legislature is unclear in how the reduced appropriation should be used to implement the provisions of this Agreement, the parties shall bargain over how the funds appropriated for this Agreement will be utilized. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.

25.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

25.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

ARTICLE 26. DISTRIBUTION OF AGREEMENT

26.1 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.

26.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.

26.3 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 27. TERM OF AGREEMENT

27.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully reached.

27.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give sixty (60) calendar days written notice of its desire to reopen this Agreement for negotiations. Negotiations for a successor to this Agreement shall begin no earlier than July 1 and no later than August 31 of the year prior to expiration. If no notice is given by either party, negotiations shall convene no later than September 30 of the year prior to expiration, at a time agreed upon by the parties.

27.3 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS Chapter 288.

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:

5/14/25

BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM

JOSH REID
Special Counsel – Labor Relations

For the Union:

Christopher Fox 5/12/2025

CHRISTOPHER FOX-AFSCME
Chief Negotiator for Bargaining Unit C

APPROVED AS TO FORM

Christopher Fox 5/12/2025

Christopher Fox
Chief Negotiator-AFSCME for Bargaining Unit C

APPENDIX A

Technical aides to professional employees, including without limitation, computer programmers, tax examiners, conservation employees and regulatory inspectors. (sorted by title code)

Title Code	Job/Position Title	BU	Grade
01.134	Agricultural Inspector III	C	25
01.135	Agricultural Inspector I	C	21
01.139	Agricultural Inspector II	C	23
01.407	Weights and Measures Inspector II	C	31
01.410	Weights and Measures Inspector I	C	29
01.413	Weights and Measures Assistant (seasonal)	C	22
01.510	Brand Inspector III	C	27
01.511	Livestock Inspector	C	25
01.512	Brand Inspector II	C	25
01.514	Brand Inspector I	C	23
01.747	Conservation Aid I	C	20
01.776	Fish Hatchery Technician III	C	31
01.778	Fish Hatchery Technician II	C	29
01.780	Fish Hatchery Technician I	C	27
01.785	Wildlife Area Technician III	C	31
01.786	Wildlife Area Technician II	C	29
01.787	Wildlife Area Technician I	C	27
01.790	Conservation Aid III	C	23
01.791	Conservation Aid II	C	21
01.822	Fire Control Dispatcher III	C	33
01.823	Seasonal Fire Control Dispatcher II	C	28
01.824	Seasonal Fire Control Dispatcher I	C	26
01.826	Fire Control Dispatcher II	C	31
01.827	Fire Control Dispatcher I	C	29
01.918	Life Guard II (Seasonal)	C	25
01.919	Life Guard I (Seasonal)	C	23
01.920	Park Aide I	C	20
01.928	Park Ranger Technician I (Seasonal)	C	23
01.955	Park Aide II	C	21
01.958	Park Ranger Technician III	C	28
01.960	Park Ranger Technician II (Seasonal)	C	26
04.116	Library Technician III	C	31
04.117	Library Technician II	C	29

04.122	Library Technician I	C	27
05.166	Teacher Assistant I	C	23
05.167	Teacher Assistant II	C	25
05.168	Community Based Instructor IV	C	29
05.169	Community Based Instructor III	C	27
05.170	Community Based Instructor II	C	25
05.171	Community Based Instructor I	C	23
06.308	Engineering Technician IV	C	33
06.313	Engineering Technician III	C	30
06.328	Engineering Technician II	C	27
06.334	Engineering Technician I	C	25
06.355	Architectural/Engineering Drafter III	C	33
06.358	Architectural/Engineering Drafter II	C	31
06.360	Architectural/Engineering Drafter I	C	28
06.364	Cartographic/Graphics Technician III	C	31
06.366	Cartographic/Graphics Technician II	C	28
06.368	Cartographic/Graphics Technician I	C	26
06.370	Engineering Drafter III	C	31
06.371	Engineering Drafter II	C	28
06.377	Engineering Drafter I	C	25
06.615	Seismic Data Technician III	C	29
06.618	Seismic Data Technician II	C	27
06.621	Seismic Data Technician I	C	23
06.965	Digital Telecommunications Specialist II	C	35
06.966	Development Technician IV	C	36
06.967	Digital Telecommunications Specialist I	C	33
06.973	Communications System Specialist I	C	33
06.977	Communications System Specialist II	C	35
06.978	Development Technician III	C	35
06.979	Development Technician II	C	33
06.980	Development Technician I	C	29
06.981	Electronics Technician II	C	31
06.986	Electronics Technician III	C	32
06.987	Electronics Technician IV	C	33
06.988	Electronics Technician I	C	28
07.127	Retirement Technician	C	28
07.141	Accountant Technician II	C	32
07.143	Accountant Technician I	C	30
07.255	Tax Examiner II	C	30
07.256	Tax Examiner I	C	28
07.265	Contributions Examiner II	C	30
07.266	Contributions Examiner I	C	28

07.311	Purchasing Technician III	C	29
07.319	Purchasing Technician II	C	27
07.320	Purchasing Technician I	C	25
07.713	Transportation Technician III	C	29
07.715	Transportation Technician II	C	27
07.716	Transportation Technician I	C	25
07.724	Traffic Center Technician II	C	29
07.725	Traffic Center Technician I	C	27
07.726	Traffic Center Technician Trainee	C	25
07.745	Statistician II	C	31
07.747	Statistician I	C	28
07.807	Assistant Costumer	C	29
07.815	Photographer II	C	31
07.827	Photographer I	C	29
07.829	Sales & Promotion Representative I	C	29
07.833	Audiovisual Technician II	C	27
07.836	Audiovisual Technician I	C	25
07.850	Sales & Promotion Representative II	C	31
07.853	Radio Broadcaster/Production Assistant	C	27
07.862	Graphic Designer II	C	31
07.864	Graphic Designer I	C	29
07.928	IT Technician VI	C	36
07.931	IT Technician V	C	34
07.935	IT Technician IV	C	32
07.940	IT Technician III	C	30
07.941	IT Technician II	C	28
07.943	IT Technician Trainee	C	24
07.957	IT Technician I	C	26
09.201	Equipment Operation Instructor	C	31
09.402	Piano Technician	C	33
09.436	Facility Mechanical Technician Trainee	C	29
09.437	Events Center Technician I	C	27
09.438	Facility Mechanical Technician	C	31
09.470	Theater Technician I	C	30
09.493	Exhibit Technician	C	28
09.501	National Guard Range Specialist	C	33
09.545	Meat Plant Technician Trainee	C	27
09.546	Meat Plant Technician I	C	29
09.547	Meat Plant Technician II	C	31
09.580	Research Technician	C	28
09.726	Reprographics Technician II	C	27
09.727	Reprographics Technician I	C	25

09.753	License Plate Production Technician I	C	31
10.726	Laboratory Technician II	C	27
10.729	Laboratory Assistant II	C	23
10.733	Laboratory Technician I	C	25
10.736	Laboratory Assistant I	C	21
10.740	Radiological Technologist	C	29
10.769	Staff Research Associate IV	C	35
10.770	Staff Research Associate III	C	33
10.771	Staff Research Associate II	C	31
10.772	Staff Research Associate I	C	29
11.122	Public Safety Dispatcher III	C	31
11.124	Public Safety Dispatcher II	C	29
11.126	Public Safety Dispatcher I	C	27
11.129	N.C.J.I.S. Program Specialist	C	31
11.130	N.C.J.I.S. Program Specialist Trainee	C	29
11.133	Fingerprint/Records Examiner III	C	32
11.134	Fingerprint/Records Examiner II	C	31
11.135	Fingerprint/Records Examiner I	C	28
11.243	Military Security Officer I	C	31
11.263	Security Officer	C	27
11.271	University Parking Enforce Officer II	C	25
11.273	University Parking Enforce Officer I	C	22
11.423	DMV Services Technician IV	C	29
11.424	DMV Services Technician III	C	27
11.425	DMV Services Technician II	C	25
11.426	DMV Services Technician I	C	23
11.431	Motor Vehicle Inspector II	C	25
11.433	Motor Vehicle Inspector I	C	23
11.434	Motor Vehicle Appraiser	C	28
11.550	Taxicab Vehicle Inspector I	C	30
11.553	Commercial Vehicle Safety Inspector II	C	33
11.554	Commercial Vehicle Safety Inspector I	C	31
11.555	Emission Control Technician II	C	30
11.557	Emission Control Technician I	C	28
11.560	Manufactured Housing Inspector II	C	32
11.561	Manufactured Housing Inspector I	C	31
12.374	Family Services Specialist III	C	32
12.376	Family Services Specialist II	C	31
12.379	Family Services Specialist I	C	29
12.442	Rehabilitation Technician III	C	29
12.443	Rehabilitation Technician II	C	27
12.444	Rehabilitation Technician I	C	25

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

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 for the 2025-2027 biennium for Bargaining Unit G, comprised of Category I peace officers. The estimated fiscal impact of the CBA for the biennium is $28,136,383.

Additional Information:

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

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298
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MEMORANDUM

Date: May 21, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

Subject: Noted Revision to BOE Action Item

The Fiscal Impact Analysis for the following proposed Collective Bargaining Agreement (CBA) has been revised:

- Item C - Bargaining Unit G, Nevada Police Union, Category I peace officers

The Fiscal Impact Analysis for Item C included a line item for members to receive one Personal Leave day per fiscal year, which should not have been included.

The language in Article 9.1.6 of the proposed CBA was carried over from the 2023-2025 CBA and references one day of Personal Leave that was credited to members on July 1, 2023, after that CBA was ratified.

This language does not authorize additional days of Personal Leave for the members in the proposed 2025-2027 CBA. Accordingly, the amount has been subtracted from the total, for a revised fiscal impact of $25,125,645 for the biennium.

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

SUBJECT: Consideration and Approval of the Nevada Police Union, Unit G, Collective Bargaining Agreement for 2025-2027

DATE: May 6, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Nevada Police Union (NPU), Unit G, began negotiations for a successor collective bargaining agreement (CBA) in September 2024.

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

Request in Front of the Board

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

Implementation of the CBA

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

Material Changes from the 2025-2027 CBA

- Effective July 1, 2025, the salary schedule for bargaining units G will be increased by three percent (3%).
- Effective July 1, 2026, the salary schedule for bargaining units G will be increased by three (3%).
- Employees covered under this Agreement will receive a retention incentive of $2,000 per fiscal year, to be distributed in 4 equal installments each fiscal year.
- Employees covered under this Agreement will be eligible for longevity pay. Each full-time employee who has completed five (5) years of service with the State of Nevada, and who has been covered under this Agreement for the same period of time shall be entitled to longevity pay in additional to regular salary. Said employee's longevity pay shall be at a rate equal to one-half percent (.5%) of the employee's biweekly base hourly rate for each year of service, up to a maximum annual payment of twelve and one-half percent (12/5) of base hourly rate for employees with twenty-five (25) years of service, with payment to be effective each pay day beginning with the pay period within which the anniversary falls. For calculation of payment under this Article, base hourly rate shall be increased by any additional pay and incentive pay.
- Employees covered under this Agreement shall receive intermediate and advanced POST certification incentives. If an employee receives an intermediate POST certification, that employee is entitled to two percent (2%) of their base wage in additional pay incentive. If an employee receives an advance POST certification, that employee is entitled two percent (2%) of their base wage in additional pay incentive. An employee is eligible for both of these incentives.

Existing Contract Information

- Special Duty pay up to 15% maximum.
- 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. 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. Employee covered under this Agreement who possesses 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.
- Effective July 1, 2025, employees in the Department of Public Safety will receive a Uniform & Equipment allowance of one thousand four hundred dollars ($1,400) per fiscal year, to be distributed in four equal payments during the fiscal year.
- Effective July 1, 2025, all employees covered under this Agreement will be eligible to receive a footwear allowance of two hundred fifty dollars ($250.00) per biennium.
- Union Leave of 2,000 hours in even numbered years and 3,000 in odd numbered years.

Thank you for your consideration.

Attachments: NPU, Unit G Collective Bargaining Agreement
NPU, Unit G, Ratification Certification
NPU, Unit G, 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit G - Category I Peace Officers
with **Nevada Police Union**

In Governor's Recommended budget:	FY26	FY27
FTE	801.90	807.90
PCNs	802	808

Key points in this agreement:	Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
• Effective July 1, 2025, the salary schedules for Bargaining Unit G will be increased by three percent (3%).	$ 3,383,179	$ -	Calculated using state budget system.
• Effective July 1, 2026, the salary schedules for Bargaining Unit G will be increased by three percent (3%).	$ -	$ 7,138,860	Calculated using state budget system.
• Longevity Pay - Each full time employee who has completed five (5) years of service with the State of Nevada, and who has been covered under this Agreement for the same period of time shall be entitled to longevity pay in additional to regular salary. Longevity pay shall be at a rate equal to one-half percent (.5%) of the employee's biweekly base hourly rate for each year of service, up to a maximum annual payment of twelve and one-half percent (12.5%) of base hourly rate for employees with twenty-five (25) years of service. Increased by any additional pay and incentive pay.	$ 1,276,793	$ 1,632,226	Estimated using current employee rosters and longevity, extended into the FY26-27 biennium, and extrapolated to cover currently unfilled positions - assuming that newly-filled positions will be employees with less than 5 years' service. Estimate does not include additional and incentive pay in basis, so actual amount could be marginally higher.
• ~~Employees receive 1 Personal Leave day per fiscal year.~~	~~$ 1,460,153~~	~~$ 1,550,584~~	~~Estimated at average hourly cost, assuming 8 hour shifts with overtime coverage of 1.5 x pay.~~
• Employees who possess an Associate's Degree are eligible to receive Education Pay of $500 per fiscal year; Employees who possess a Bachelor's Degree (if not required per the job specification) are eligible to receive Education Pay in the amount of $900 per fiscal year; Employees required to possess a Bachelor's Degree who possess a Master's Degree are eligible for Education Pay of $900 per fiscal year. Associate's and Bachelor's incentives may not be combined.	$ 426,200	$ 430,800	Cannot be accurately determined without detailed data about each employee's educational attainment; estimated assuming every position filled and every employee attained the next level of education that would result in Education Pay.
• Special Duty pay up to 15% maximum	$ 113,790	$ 119,940	Cannot be accurately estimated without a detailed census of assignments; calculated assuming 100 employees for 100 hours of special duty per year, at 15% maximum of average hourly pay.
• Annual Leave cash out opportunities twice per fiscal year: up to 40 hours each, as long as 200 hours remain after cash out.	$ 1,557,497	$ 1,653,957	Cannot be accurately determined without more experience. Estimated at maximum possible, assuming all employees with eligible balances requesting payout (currently approximately 32%).
• Employees covered under this Agreement shall receive intermediate and advanced POST certification incentives. An employee is entitled to an annual pay incentive of 2% of pay for an intermediate POST certification, and 2% of pay for an advanced POST certification. An employee is eligible for both of these incentives.	$ 2,540,183	$ 2,697,820	Cannot be accurately calculated without detailed data about each employee's certification attainment; estimated assuming each employee attained one level of certification that would result in incentive payment. Actual amount may be lower or higher.

• Employees assigned to the Department of Public Safety will receive a Uniform & Equipment Allowance of $1,400 per fiscal year, distributed in 4 installments.	$ 954,800	$ 957,600	Calculated with the total number of positions in the Department of Public Safety (682/684) x $1400.
• Employees will be eligible to receive a Footwear Allowance of $250 per biennium.	$ 202,000	$ -	Calculated using full employee count (808) x $250.
• Union Leave of 2,000 hours in even numbered years and 3,000 in odd numbered years.	$ -	$ -	Hours to be divided between Units G and L, and were allocated in the Unit L impact calculation.
• Line of Duty death - $20,000 benefit plus payout of accrued leave	$ 20,000	$ 20,000	Estimated at the potential payout amount.
Total potential fiscal impact, using upper limit values where unclear:	~~$ 11,934,595~~	~~$ 16,201,787~~	
	~~Biennium Total:~~	~~$ 28,136,383~~	

Corrected estimated fiscal impact, with Personal Leave removed *:	**$ 10,474,442**	**$ 14,651,203**
	Biennium Total:	**$ 25,125,645**

* Section 9.1.6 refers to fiscal year 2024 which falls in the term of the previous Agreement, so does not have fiscal impact for this Agreement.

Outlook

Fw: CBA ratification

From Matthew Lee <Matt.Lee@admin.nv.gov>
Date Tue 5/13/2025 2:00 PM
To Bachera Washington <bachera@admin.nv.gov>
Cc Maxx Pugne <MaxxPugne@admin.nv.gov>

Respectfully,

Matthew R. Lee
Supervisory Human Resource Analyst
Division of Human Resource Management
Department of Administration
P: 775-684-0127
E: matt.lee@admin.nv.gov
W: Connect With LRU

Department of Administration
Division of Human Resource Management

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From: Dan Gordon <dgordon@nvpolice.org>
Sent: Tuesday, May 13, 2025 1:56 PM
To: Matthew Lee <Matt.Lee@admin.nv.gov>
Cc: Reesha Powell <rpowell@nvpolice.org>
Subject: CBA ratification

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

Matt,

Both Unit G and Unit L contracts have been ratified by NPU members.

Thank you in advance,

Dan

"A shortcut is always the longest road"

Dan Gordon
President
dgordon@nvpolice.org
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NEVADA POLICE UNION
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State of Nevada

&

Nevada Police Union (NPU)

UNIT G

Collective Bargaining Unit

July 1, 2025 – June 30, 2027

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PREAMBLE

This collective bargaining agreement (CBA) is entered into on July 1, 2025, 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, an 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 14, Grievance Procedure.

ARTICLE 1: UNION RECOGNITION

1.1 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)."

1.2 This Agreement does not cover any statutorily excluded job classification, 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.

1.3 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: MANAGEMENT RIGHTS

2.1 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 the Article shall modify any other portion of this Agreement or supersede any provisions of NRS 288.150.

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

2.2.1 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.

2.2.2 The right to reduce in force or lay off any employee because of lack of work or lack of money.

2.2.3 The right to determine appropriate staffing levels and work performance standards, except for safety considerations.

2.2.4 The right to determine the content of the workday, including without limitation workload factors, except for safety considerations.

2.2.5 The right to determine the quality and quantity of services to be offered to the public and the means of offering those services.

2.2.6 The right to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.

2.2.7 The right to determine training needs, methods of training, and the employees to be trained.

2.2.8 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.

2.2.9 And the right to establish and govern reasonable rules and regulations pertaining to on and off-duty employment and conduct.

ARTICLE 3: HIRING & APPOINTMENTS

3.1 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.

3.2 Candidates for positions in 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.

3.3 PROMOTIONS, TRANSFERS, & DEMOTIONS

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

ARTICLE 4: SENIORITY

4.1 Seniority shall be based on the Hire Date within each classification. In the event of a tie, promotional date shall be used, followed by the employee ID Number. Seniority shall be considered for the purposes of scheduling, shift bid, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests, except for emergencies, operational needs, or safety. Both parties understand that a tie breaker may not be applicable to every request.

4.2 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 5: LAYOFF & REEMPLOYMENT

5.1 The Employer and the Union agree to follow the provisions set forth in NAC 284.612 to 284.632, et. seq., regarding layoff and reemployment.

5.2 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.

5.3 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.

5.4 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.

5.5 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 6: SEPARATION

6.1 RESIGNATION

6.1.1 Unless the Employer and the employee agree to a shorter period of time, an employee who wishes to resign from State services will submit a 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.

6.2 DISABILITY SEPARATION

6.2.1 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.

6.3 REINSTATEMENT FROM DISABILITY SEPARATION

6.3.1 Employees who have been separated from service due to 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.

6.4 DISABILITY RETIREMENT

6.4.1 Employees with five (5) or more years of services and who have been certified by a treating physician that they are unable to perform the essential functions of their positions 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 to their projected service retirement date.

6.4.2 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 7: LINE OF DUTY DEATH

7.1 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.

7.2 The employee's estate will also receive payment for all accrued Annual Leave, Compensatory Time, and accrued Sick Leave.

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

8.2 WORK SCHEDULES

8.2.1 State Employees' official workweek for the purposes of payroll begins on each Monday at 0000 hours and ends at 2359 hours on the following Sunday.

8.2.2 NSHE Employees' official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 hours on the following Saturday.

8.2.3 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:

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

8.2.3.2 Ten (10) hours per workday, four (4) days per workweek, with three (3) RDO's with a minimum of two (2) consecutive days off.

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

8.2.3.4 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.

8.2.3.4.1 Twelve-hour shifts may be established based on operational need. Before a twelve-hour shift is established for employees assigned to DPS Patrol, the Employer shall meet and confer with the Union to discuss the operational needs necessitating the establishment of a twelve-hour shift.

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

8.2.4 Absent exigent circumstances, employees shall have a minimum eight (8) hour break between shifts.

8.2.5 Employees covered under this Agreement are responsible for checking their Department or Division scheduling calendars to ensure they report for duty as required.

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

8.3.1 The Employer and the Union agree to Meal Breaks that vary from and supersede the Meal Break requirements of federal and State law.

8.3.2 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.

8.3.3 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.

8.3.4 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.

8.3.5 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.

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

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

8.4.1 The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of federal and state law.

8.4.2 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.

8.4.3 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.

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 MEAL BREAKS FOR NDOW

8.5.1 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.

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

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

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

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

8.7 DAILY WORK SHIFT CHANGES

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

8.8 TEMPORARY SCHEDULE CHANGES

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

8.8.2 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.

8.8.3 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.

8.8.4 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.

8.8.5 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.

8.9 PERMANENT SCHEDULE CHANGES

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

8.9.2 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.

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

8.10 EMPLOYEE-REQUESTED SCHEDULE CHANGES

8.10.1 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.

8.10.2 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.

8.11 TIME REPORTING

8.11.1 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.

8.11.2 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.

8.11.3 "Off-the-clock" work is prohibited and failure to accurately record working time is grounds for discipline.

8.12 SHIFT BID PROCESSES

8.12.1 Department or Division-specific shift bid processes are in Appendix B of this Agreement.

8.13 SHIFT TRADE

8.13.1 Department or Division-specific shift trade procedures are in Appendix C of this Agreement.

ARTICLE 9: COMPENSATION

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.

9.1 SALARY PAYMENT

9.1.1 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.

9.1.2 Appendix A, "Salary Schedules for Bargaining Unit G" details the salary schedule for employees covered under this Agreement.

9.1.3 Effective July 1, 2025, the salary schedule for Bargaining Unit G will reflect an increase of three percent (3%)

9.1.4 Effective July 1, 2026, the salary schedule for Bargaining Unit G will reflect an increase of three percent (3%).

9.1.5 Employees covered under this Agreement will be eligible for longevity pay. Each fulltime employee who has completed five (5) years of service with the State of Nevada, and who has been covered under this Agreement for the same period of time shall be entitled to longevity pay in addition to regular salary. Said employee's longevity pay shall be at a rate equal to one-half percent (.5%) of the employee's biweekly base hourly rate for each year of service, up to a maximum annual payment of twelve and one-half percent (12.5%) of base hourly rate for employees with twenty-five (25) years of service, with payment to be effected each pay day beginning with the pay period within which the anniversary falls. For calculation of payment under this Article, base hourly rate shall be increased by any additional pays and incentive pays.

9.1.6 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.

9.2 SALARY ADMINISTRATION

9.2.1 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.

9.3 SALARY RATE UPON INITIAL APPOINTMENT

9.3.1 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.

9.4 MERIT PAY INCREASE

9.4.1 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 NPU last, best, and final offer March 21, 2025, progression date, and annually thereafter.

9.4.2 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.

9.4.3 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.

9.4.4 Denial of Merit Pay Increase

9.4.4.1 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 14, Grievance Procedure.

9.4.5 Delay of Merit Pay Increase

9.4.5.1 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.

9.5 CALLBACK PAY

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

9.6 COMPENSATORY TIME

9.6.1 Compensatory Time will be administered in accordance with NAC Chapter 284 and Article 8, Hours of Work of this Agreement.

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

9.7 DANGEROUS DUTY PAY

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

9.8 EDUCATION PAY

9.8.1 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.

9.8.2 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.

9.8.3 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.

9.8.4 Employees covered under this Agreement shall receive intermediate and advanced POST certification incentives. If an employee receives an intermediate POST certification, that employee is entitled two percent (2%) of their base wage in additional pay incentive. If an employee receives an advanced POST certification, that employee is entitled two percent (2%) of their base wage in additional pay incentive. An employee is eligible for both of these incentives.

9.8.5 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.

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

9.9 HOLIDAY PAY

9.9.1 Holiday Pay

9.9.1.1 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.

9.9.2 Holiday Premium Pay

9.9.2.1 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.

9.9.3 Holiday Compensation Rules

9.9.3.1 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.

9.9.3.2 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.

9.9.3.3 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.

9.10 OVERTIME

9.10.1 Overtime will be administered in accordance with NRS 284.

9.11 SPECIAL ADJUSTMENTS TO PAY

9.11.1 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.

9.11.2 Bilingual Pay

9.11.2.1 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 premium pay.

9.11.3 Critical Incident Response Team

9.11.3.1 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.

9.11.4 Field Training Officer (FTO) Pay

9.11.4.1 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.

9.11.5 Honor Guard Duty

9.11.5.1 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.

9.11.6 Instructor Pay

9.11.6.1 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.

9.11.7 K-9 Pay

9.11.7.1 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).

9.11.8 Motors Pay

9.11.8.1 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.

9.11.9 Public Information Officer Duty

9.11.9.1 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).

9.11.10 Task Force Special Assignments

9.11.10.1 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 D of this Agreement. Special Assignments to Task Forces are at the discretion of the Department/Division and can be revoked at any time.

9.12 STANDBY PAY

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

9.13 EQUIPMENT & WEAPONS

9.13.1 General Provisions

9.13.1.1 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.

9.13.1.2 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.

9.13.1.3 Employees who choose to use a personal weapon as their duty weapon are responsible for maintenance of that weapon, as well as ensuring 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.

9.13.1.4 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.

9.13.1.5 An employee retiring from the State service may elect to purchase their State-issued duty firearm.

9.13.1.6 The Employer will provide body armor for employees covered under this Agreement.

9.13.1.7 Employees who are required to wear body armor will have the choice of wearing a standard vest or a load bearing vest.

9.13.1.8 The Employer shall provide any updated equipment policies to the Union for feedback prior to implementation.

9.13.1.9 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.

9.13.2 Equipment Replacement

9.13.2.1 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.

9.13.2.2 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.

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

9.14 UNIFORMS

9.14.1 General Provisions

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

9.14.1.2 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.

9.14.2 Uniform Replacement

9.14.2.1 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.

9.14.3 Uniform & Equipment Allowance

9.14.3.1 Effective July 1, 2025, 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.

9.14.3.2 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 10: LEAVE

10.1 ADMINISTRATIVE LEAVE

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

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

10.2 ANNUAL LEAVE

10.2.1 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.

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

10.2.2.1 Accrual

10.2.2.1.1 For each calendar month of full-time continuous service, a regular full-time employee is entitled to accrue Annual Leave as follows:

10.2.2.1.1.1 0 to 10 years - 1¼ days per month

10.2.2.1.1.2 10 years to 15 years - 1½ days per month

10.2.2.1.1.3 15 years to 20 years - 1¾ days per month

10.2.2.1.1.4 20 years or more - 2¼ days per month

10.2.3 Annual Leave Usage

10.2.3.1 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.

10.2.4 Annual Leave Cash Out

10.2.4.1 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.

10.2.4.2 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.

10.2.4.3 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 CATASTROPHIC LEAVE

10.3.1 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.

10.3.2 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 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.

10.3.3 An employee may donate to their specific employing Departmental or Divisional Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.

10.3.4 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.

10.4 CIVIL LEAVE

10.4.1 Civil Leave shall be used and administered pursuant to NAC 284.584 to 284.587.

10.5 COMPENSATORY TIME

10.5.1 As defined in Article 9, Compensation.

10.6 HOLIDAYS

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

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth - [Observed Day]

Independence Day - July 4

Labor Day - First Monday in September

Nevada Day Observed - Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

10.6.2 Holiday Observance Days

10.6.2.1 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.

10.6.2.2 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.

10.6.2.3 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.

10.6.2.4 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.

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

10.7 MILITARY LEAVE

10.7.1 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) business days during each twelve (12) month period.

10.7.2 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) business days during each twelve (12) month period.

10.7.3 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.

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

10.7.5 Employees who have taken Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.

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

10.8 SICK LEAVE

10.8.1 Accrual

10.8.1.1 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.

10.8.2 Carry Forward & Transfer

10.8.2.1 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.

10.8.3 Sick Leave Use

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

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

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

10.8.3.4 Time away from work to care for family members as allowed under the Family and Medical Leave Act (FMLA). Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

10.8.3.5 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.

10.8.3.6 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.

10.8.3.7 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.

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

10.8.4 Sick Leave Reporting, Certification, & Verification

10.8.4.1 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.

10.8.4.2 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.

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

10.8.4.4 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 or Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

10.8.5 Sick Leave Cash Out

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

10.9 UNION LEAVE

10.9.1 See Article 15, Union Rights.

10.10 WORK-RELATED INJURY LEAVE (WORKERS' COMPENSATION)

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

10.10.2 Return-to-Work

10.10.2.1 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.

10.10.2.2 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.

10.11 BENEFITS RELATING TO DOMESTIC VIOLENCE

10.11.1 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 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.

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

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

10.11.1.1.2 Obtain counseling or assistance; and/or,

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

10.11.1.1.4 Establish a safety plan.

10.11.2 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.

10.12 BEREAVEMENT LEAVE

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

10.12.2 Bereavement Leave must be used no later than twelve (12) months after the death of the family member for which the Bereavement Leave was requested.

10.13 FURLOUGH LEAVE

10.13.1 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.

10.14 LEAVE WITHOUT PAY (LWOP)

10.14.1 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.

10.15 LEAVE OF ABSENCE WITHOUT PAY

10.15.1 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.

10.15.2 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.

10.16 FAMILY & MEDICAL LEAVE

10.16.1 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.

ARTICLE 11: WORK PERFORMANCE

11.1 Employee performance evaluations shall be conducted pursuant to NAC 284.468 to 284.480, et. seq.

11.2 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 the Employer's Central Personnel Files.

11.3 If an employee is given an overall rating of performance of "Does Not Meet Standards":

11.4 The report must contain a written notice that such a report affect merit pay increases; and,

11.5 The employee will be placed on a Performance Improvement Plan ("PIP"), as described below, for ninety (90) calendar days to address the deficiencies outlined in the employee's performance evaluation.

11.6 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 of their Probationary Period.

11.7 Probationary employees may not file a grievance under Article 14, Grievance Procedure, with respect to a performance evaluation during their Probationary Period.

11.8 COACHING AND COUNSELING

11.8.1 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.

11.8.2 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.

11.8.3 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.

11.8.4 Coaching & Counseling sessions will be documented in the Supervisor File. Employees may provide a written response to the documentation from a coaching and counseling session that is documented in the Supervisor File.

11.9 LETTERS OF INSTRUCTION

11.9.1 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.

11.9.2 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.

11.9.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.

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

11.10 PERFORMANCE IMPROVEMENT PLAN (PIP)

11.10.1 If an employee is having documented performance issues or a singular issue is deemed serious enough, a meeting may be held between the Department or Division supervisor and the employee. A plan should include a clear identification of the issue(s) and outline performance and/or conduct goals, that are measurable and attainable

11.10.2 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 Department or Division Personnel File.

11.10.3 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.

11.11 PERFORMANCE EVALUATION REVIEW

11.11.1 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) business 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) business days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Grievance Procedure.

ARTICLE 12: RECORDS MANAGEMENT

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

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.

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).

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.

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.

12.1 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

12.1.1 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.

12.1.2 An Documented Verbal 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.

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

12.1.4 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.

12.1.5 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.

12.1.6 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.

12.1.7 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.

12.1.8 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 Department or Division Personnel File and Supervisor File and may be considered in a subsequent investigation of that employee on the same or a similar matter.

12.2 CONFIDENTIALITY

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

12.3 PUBLIC RECORDS

12.3.1 DHRM or the appropriate Department or Division 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 Department or Division 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.

12.4 FILE TYPES

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

12.4.1.1 Medical File

12.4.1.1.1 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.

12.4.1.2 Payroll File

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

12.4.1.3 Personnel File

12.4.1.3.1 One (1) official Department or Division Personnel File will be maintained by the Employer for each employee. One (l) 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 Department or Division 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.

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

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

12.4.1.3.2.2 If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

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

12.4.1.3.3 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.

12.4.1.4 Supervisor File

12.4.1.4.1 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).

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

12.4.1.4.3 The Supervisor File may be made available to the employee upon request.

12.4.1.4.4 No unfavorable comments or documents will be placed in a Supervisor File unless:

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

12.4.1.4.4.2 If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and the employee is allowed to produce a written response that shall be placed in the employee file.

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

12.4.1.4.6 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.

12.4.1.5 Training File

12.4.1.5.1 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.

ARTICLE 13: DISCIPLINE

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

13.2 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. 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.

13.3 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.

13.4 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and established prohibitions. Failure to comply with these may result in employee discipline.

13.5 When discipline is necessary, a progressive disciplinary model will be used.

13.6 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.

13.7 An employee serving a Trial Service Period, shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

13.8 PEACE OFFICERS BILL OF RIGHTS

13.8.1 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.

13.8.2 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."

13.9 PROGRESSIVE DISCIPLINE

13.9.1 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.

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

13.9.2.1 Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.

13.9.2.2 Any violation of federal or state law, Department or Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.

13.9.2.3 Failure of an employee to abide by the standards of ethical conduct that is identified in state law or Department or Division policy.

13.9.2.4 Progressive disciplinary actions against any employee, in order of severity will consist of:

13.9.2.4.1 Documented Verbal Warning;

13.9.2.4.2 Written Reprimand;

13.9.2.4.3 Suspension Without Pay;

13.9.2.4.4 Demotion, and;

13.9.2.4.5 Dismissal (Termination) from State service.

13.9.3 It is agreed that consistent with the principles of Just Cause, as defined in this Agreement, the Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants.

13.9.4 Documented Verbal Warnings

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

13.9.4.2 A Documented Verbal Warning is a verbal communication with the employee that: Identifies the conversation as a Documented Verbal warning.

13.9.4.3 Identifies the gap between the performance standard and actual performance or identifies misconduct.

13.9.4.4 Establishes standard or outlines employee improvement action plan; and Identifies consequences of further performance issues and/or misconduct.

13.9.4.5 A Documented Verbal Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Documented Verbal Warning will be filed in the Supervisor File if one is maintained.

13.9.4.6 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.

13.9.4.7 Documented Verbal Warnings are not subject to grievance under Article 14, Grievance Process; however, an employee may provide written comment to the Documented Verbal Warning and may request a review meeting with their supervisor or manager.

13.9.5 Written Reprimand

13.9.5.1 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.

13.9.5.2 Written Reprimands will be issued using the Written Reprimand form.

13.9.5.3 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 Department or Division Personnel File, and will be forwarded to the appropriate Central Records Unit.

13.9.5.4 An employee shall not be disciplined for refusing to sign a written reprimand. The supervisor will simply note "employee refused to sign".

13.9.5.5 Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.

13.9.5.6 An employee may grieve the receipt of a Written Reprimand by filing a grievance under Article 14, Grievance Procedure, within twenty (20) calendar days of receipt of the Written Reprimand.

13.9.6 Suspension from Duty Without Pay

13.9.6.1 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.

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

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

13.9.6.4 A copy of the executed, signed and/or acknowledged the 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.

13.9.6.5 Suspension from duty without pay may either be grieved under Article 14, Grievance Procedure within twenty (20) calendar days from the effective date of the suspension from duty without pay or appealed to the Nevada State Human Resource Commission for review by a Hearing Officer, within ten (10) business days in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 14, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

13.9.6.6 A grievance of a suspension from duty without pay will begin at Step 4 under Article 14, Grievance Procedure.

13.9.7 Demotion

13.9.7.1 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.

13.9.7.2 A demotion will be issued using the Specificity of Charges form. A copy of the executed, signed and/or acknowledged the 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.

13.9.7.3 Demotion may either be grieved under Article 14, 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) business days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 14, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

13.9.7.4 A grievance of a demotion will begin at Step 4 under Article 14, Grievance Procedure.

13.9.8 Dismissal from Service

13.9.8.1 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.

13.9.8.2 A dismissal from State service will be issued using the Specificity of Charges form.

13.9.8.3 A copy of the executed, signed and/or acknowledged the 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.

13.9.8.4 Dismissal from service may either be grieved under Article 14, 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) business days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 14, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner, pursuant to NRS 288.505.

13.9.8.5 A grievance of a dismissal from service will begin at Step 4 under Article 14, Grievance Procedure.

13.9.9 Last Chance Agreement (LCA)

13.9.9.1 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.

13.9.9.2 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 for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.

13.9.9.3 An LCA shall specifically identify any and all action or reasonably related conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.

13.9.9.4 A copy of the executed, signed and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

13.9.9.5 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themself of Article 14 Grievance Procedure, beginning at Step 5 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

13.9.10 Disciplinary Action Related To Employee Performance

13.9.10.1 The Employer may discipline an employee for reasons related to their performance.

13.9.10.2 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.

13.9.11 Investigations

13.9.11.1 The Employer has the authority to conduct administrative investigations into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.

13.9.11.2 No member of the bargaining unit shall be permitted to conduct any administrative investigation of another member of the bargaining unit. Administrative investigations of members of the bargaining unit will be supervised and conducted by peace officers.

13.9.11.3 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.

13.9.12 An employee who is the subject of an internal administrative investigation will receive a completed copy of the Notice of Investigation 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 their designee shall also be copied on the Notice of Investigation by email.

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

13.9.12.1.1 A description of the nature of the investigation;

13.9.12.1.2 A summary of alleged misconduct of the employee;

13.9.12.1.3 The date, time, and place of the interview or hearing;

13.9.12.1.4 The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;

13.9.12.1.5 The name of any other person who will be present at any interview or hearing; and,

13.9.12.1.6 A statement setting forth the provisions of subsection I of NRS 289.080.

13.9.13 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 the Specificity of Charges form within one hundred twenty (120) calendar days after the employee is provided notice of the allegations.

13.9.14 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. If the Appointing Authority or its designee requests an extension, it must give notice to the Employee at the time it requests that extension.

13.9.15 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.

13.10 ADJUDICATIONS OF ALLEGATIONS

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

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

13.10.1.2 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.

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

13.10.1.4 Unfounded - The alleged act did not occur.

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

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

13.11 PRE-DISCIPLINARY HEARING

13.11.1 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 Hearing, before the proposed action must be followed:

13.11.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) business days after the Specificity of Charges form is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular business 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.

13.11.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted or dismissed from service, before the proposed effective date set forth in the Specificity of Charges form. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.

13.11.4 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, shall render the final decision.

13.11.5 At any time after receiving the Specificity of Charges form and before the Pre-Disciplinary Hearing, the employee may review any evidence in the possession of the law enforcement Department or Division and submit a response. The Department or Division must consider any such response before punitive action is imposed against the employee.

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

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

13.11.8 The employee must be given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

13.11.9 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.

13.12 CONFIDENTIALITY

13.12.1 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.

13.13 OFF-DUTY CONDUCT

13.13.1 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.

13.13.2 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 14: GRIEVANCE PROCEDURE

14.1 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.

14.2 GENERAL PROVISIONS

14.2.1 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.

14.2.2 Probationary employees may not file a grievance under this Article, relating to their failure to complete, or the failure of, their Probationary Period.

14.2.2.1 A grievance shall be defined in this Agreement as:

14.2.2.2 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.

14.2.2.3 A dispute regarding the application of discipline.

14.2.2.4 A dispute regarding a written reprimand.

14.2.2.5 A dispute regarding a disciplinary suspension.

14.2.2.6 A dispute regarding an involuntary transfer.

14.2.2.7 A dispute regarding dismissal from State service.

14.2.2.8 A dispute involving the interpretation or application of this Agreement.

14.2.3 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:

14.2.3.1 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/.

14.2.3.2 A change in classification or the allocation of positions (NRS 284.165).

14.2.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245).

14.2.3.4 A denial of Catastrophic Leave (NRS 284.3629).

14.2.3.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

14.3 FILING & PROCESSING A GRIEVANCE

14.3.1 Procedure

14.3.1.1 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.

14.3.1.2 Grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions greater than a Documented Verbal Warning, shall be filed in writing within twenty (20) business days after the effective date of the discipline or file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.

14.3.1.3 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1 as outlined below.

14.3.1.4 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4 as outlined below.

14.3.1.5 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:

14.3.1.5.1 The grievance procedure provided in this Article; or

14.3.1.5.2 The procedure prescribed by NRS 288.115.

14.3.2 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.

14.3.3 Contents of Grievance & Recipients of Grievance

14.3.3.1 The written grievance must be submitted via the State's electronic grievance reporting system must include the following information:

14.3.3.1.1 The name of the grievant;

14.3.3.1.2 The grievant's position, Department and/or Division, and Section;

14.3.3.1.3 The grievant's contact information;

14.3.3.1.4 The date, time, and place wherein the alleged event occurred;

14.3.3.1.5 A statement of the pertinent facts surrounding the nature of the grievance;

14.3.3.1.6 The name(s) of any witness(es) to the alleged event or violation(s);

14.3.3.1.7 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;

14.3.3.1.8 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

14.3.3.1.9 The specific remedy sought by the grievant; and,

14.3.3.1.10 The name and signature of the representative filing the grievance on behalf of the employee, if any.

14.3.4 Modifications to a Grievance

14.3.4.1 No newly alleged violations may be submitted after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer.

14.3.5 Consolidation of Grievances

14.3.5.1 The Union or the Employer may consolidate grievances arising out of the same set of facts through written mutual agreement of the parties.

14.3.6 When Resolution of a Grievance Becomes Binding

14.3.6.1 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.

14.3.6.2 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.

14.3.6.3 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.

14.4 INFORMAL RESOLUTION OF A GRIEVANCE

14.4.1 General Provisions

14.4.1.1 The parties should make every reasonable effort to resolve a grievance through informal discussions.

14.4.1.2 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.

14.4.2 Informal Mediation

14.4.2.1 Any time during the 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.

14.4.2.2 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.

14.5 WITHDRAWAL OF A GRIEVANCE

14.5.1 A grievance may be withdrawn by an employee at any time. If a grievance is resolved or withdrawn it cannot be resubmitted.

14.6 GRIEVANCE LEVELS

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

14.6.2 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.

14.6.3 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, the LRU 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.

14.6.4 Step 1 - Supervisor

14.6.4.1 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) business days.

14.6.5 Step 2 - Division Administrator or Manager, or Designee

14.6.5.1 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) business days.

14.6.5.2 The Division Administrator or Manager, or designee, will meet or confer by telephone with the grievant within fifteen (15) business days of receipt of the grievance and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) business days following that meeting.

14.6.6 Step 3 - Department Director, or Designee

14.6.6.1 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 Director, or designee within fifteen (15) business days.

14.6.6.2 The Department Director, or designee, will meet or confer by telephone with the grievant within fifteen (15) business days of receipt of the grievance, and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) business days following that meeting.

14.6.7 Step 4 – Formal Mediation

14.6.7.1 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) business 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. 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.

14.6.7.2 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.

14.6.8 Step 5 – Arbitration

14.6.8.1 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) business 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).

14.6.8.2 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.

14.6.8.3 Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

14.6.8.4 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.

14.6.8.5 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.

14.6.8.6 No later than thirty (30) business 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) business days from the date of receipt.

14.6.8.7 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

14.7 WITNESS

14.7.1 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.

14.8 ARBITRATOR AUTHORITY

14.8.1 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.

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

14.8.3 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.

14.8.4 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.

14.9 ATTENDANCE AT MEETINGS

14.9.1 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.

14.9.2 An employee will be allowed a 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.

14.9.3 An employee must provide at least two (2) business 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) business 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.

14.10 SUCCESSOR CLAUSE

14.10.1 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.

14.11 TIMELINES

14.11.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing.

14.11.2 As used herein, "days" refers to business days. When calculating a time period as stated in days, exclude the day of the event that triggers the period; then count every business 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.

14.12 FAILURE TO MEET TIMELINES

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

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

14.13 GRIEVANCE FILES

14.13.1 Written grievances and responses will be maintained separately from the Personnel Files of the employee

ARTICLE 15: UNION RIGHTS

15.1 EMPLOYEE RIGHTS

15.1.1 Right to Union Members

15.1.1.1 Employees have the right to become a member of the Union.

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

15.1.2 Right to Union Representation

15.1.2.1 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.

15.1.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching and counseling, assigning work, informal discussions, delivery of paperwork including Warnings, Written Reprimands, performance evaluations, staff or work unit meetings, or other routine communications with an employee.

15.2 ACCESS FOR UNION REPRESENTATIVES

15.2.1 The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of Rights, and any amendments thereto.

15.2.2 It is recognized that from time to time it will be necessary for Union activities to be performed 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.

15.2.3 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.

15.2.4 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.

15.2.5 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:

15.2.5.1 The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

15.2.5.2 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

15.2.5.3 The conduct of the person involved in the Union activity affirmatively caused the harm.

15.2.6 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.

15.3 UNION STEWARDS

15.3.1 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.

15.3.2 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.

15.3.3 Representation may be provided via virtual platforms.

15.3.4 Union Representatives must request and receive approval prior to being released for representational duties. Representational duties will be coded to Union Leave on the Union Representative's timecard.

15.4 INDEMNIFICATION

15.4.1 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:

15.4.2 The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

15.4.3 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

15.4.4 The conduct of the person involved in the Union activity affirmatively caused the harm.

15.4.5 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.

15.5 USE OF STATE FACILITIES & EQUIPMENT

15.5.1 The Union may be permitted to use State facilities so long as the use does not interfere with State activities, for the purpose of 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.

15.5.2 Supplies & Equipment

15.5.2.1 The Union and employees covered by this Agreement will not use State- purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of 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.

15.5.3 Email, Fax Machines, the Internet, & Intranets

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

15.5.3.2 The Union Steward may use State-owned or 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 14, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

15.5.3.2.1 Result in little or no cost to the Employer

15.5.3.2.2 Be brief in duration and frequency.

15.5.3.2.3 Not interfere with the performance of their official duties.

15.5.3.2.4 Not distract from the conduct of State business.

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

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

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

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

15.6 BULLETIN BOARDS

15.6.1 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.

15.6.2 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.

15.6.3 Union communications will not be posted in any other location in the Department or Division.

15.7 UNION LEAVE TIME AWAY FROM WORK FOR UNION ACTIVITIES

15.7.1 Union members may be allowed to access Union Leave or Leave With Out Pay to attend Union-sponsored meetings, training sessions, conferences, and conventions, as well as representational duties. 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.

15.7.2 Requests for leave shall not be unreasonably denied.

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

15.7.4 The parties recognize that the Union represents employees in Bargaining Units G and L, as provided for in NRS 288. Effective July 1, 2025, the Union will have an annual aggregate pool of two thousand (2,000) hours to draw from during each even numbered year and an annual aggregate pool of three thousand (3,000) hours to draw from during each odd numbered year for Union Leave to be distributed and used based on the Union's discretion between Bargaining Units G and L. The pool of hours does not roll over from fiscal year to fiscal year."

15.7.4.1 Union Leave for Union Business

15.7.4.1.1 Union Leave is paid leave that may be used when a Union Representative is performing Union related duties that are not associated with Article 14, Grievance Procedure or the Collective Bargaining Process.

15.7.4.1.2 The Department or Division may grant the use of Union Leave to Union Representatives. Requests for Union Leave must be submitted using established procedures for requesting leave and as far in advance as possible to the Department or Division. Union Leave shall be considered for approval or denial within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the leave to ensure their leave request has been received by their Department or Division for consideration.

15.7.4.1.3 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.

15.7.4.1.4 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.

15.7.4.1.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.

15.7.4.2 Union Leave for Collective Bargaining

15.7.4.2.1 The State shall approve leave for the purpose of negotiating a Collective Bargaining Agreement.

15.7.4.2.2 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fourteen (14) calendar days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.

15.7.4.2.3 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 Leave.

15.7.4.2.4 No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

15.7.4.2.5 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.

15.7.4.3 Union Leave for Grievances

15.7.4.3.1 Union Leave is paid leave that may be used when a Union Representative is performing Union-related duties associated with Article 14, Grievance Procedure.

15.7.4.3.2 The Department or Division will grant the use of Union Leave to Union Representatives, subject to operational needs. Requests for Union Leave must be submitted using the established process to request leave and as far in advance as possible to the Department or Division. Union 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 Leave to ensure their request has been received by their Department or Division for consideration.

15.7.4.3.3 Union Representatives are responsible for obtaining approval from their Departments or Divisions to use and to code their time appropriately when using Union Leave.

ARTICLE 16: MEDIATION

16.1 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.

16.2 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 17: UNION DUES

17.1 NOTIFICATION TO EMPLOYEES

17.1.1 The Union agrees to indemnify and hold harmless the Employers from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to Union disclosure of employee information from status reports.

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

17.2 UNION DUES DEDUCTIONS

17.2.1 There shall be dues deductions by the State.

17.2.2 Deduction of Union Dues is strictly a voluntary deduction.

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

17.2.4 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.

17.2.5 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.

17.2.6 The Employer will provide payments for the deductions to the Union dues, the Union will notice the Employer within forty-five (45) calendar days.

17.3 STATUS REPORTS

17.3.1 Union fees & Voluntary PAC deductions.

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

17.3.2.1 Employee name.

17.3.2.2 Mailing address.

17.3.2.3 Employee job title.

17.3.2.4 Department and Division.

17.3.2.5 Official duty station or work site.

17.3.2.6 Work phone number.

17.3.2.7 Work email address.

17.3.2.8 Date of hire.

17.3.2.9 Pay grade.

17.3.2.10 Pay step.

17.3.2.11 Seniority date

17.3.2.12 Separation date.

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

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

17.4 REVOCATION

17.4.1 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.

17.4.2 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.

17.5 INDEMNIFICATION

17.5.1 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.

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

ARTICLE 18: TRAINING & PROFESSIONAL DEVELOPMENT

18.1 GENERAL PROVISIONS

18.1.1 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.

18.1.2 Attendance at Employer-required training will be considered time worked in accordance with Article 9, Compensation.

18.2 SPECIALIZED MANDATORY TRAINING

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

18.2.2 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.

18.2.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 19, Safety & Health.

18.2.4 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action up to and including dismissal.

18.2.5 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.

18.2.6 For employees in designated special assignments, they may receive additional training, practice, and education.

18.3 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

18.3.1 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.

18.3.2 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.

18.3.3 Attendance at approved continuing education courses during an employee's regularly scheduled workday are considered work time in accordance with Article 9, Compensation. when it does not unreasonably burden the Department or Division.

18.4 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

18.4.1 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.

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

18.4.3 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 9, Compensation.

18.5 PROFESSIONAL ASSOCIATION DUES

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

18.6 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

18.6.1 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.

18.6.2 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.

18.6.3 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.

18.6.4 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.

18.6.5 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.

18.7 TUITION REIMBURSEMENT & CAREER DEVELOPMENT

18.7.1 Employees will be reimbursed for educational training courses taken subsequent to approval pursuant to the following:

18.7.2 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.

18.7.3 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.

18.7.4 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.

18.7.5 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.

18.7.6 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.

18.7.7 No reimbursement will be affected if the cost is assumed by any other institution, scholarship, or grant-in-aid.

18.7.8 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.

18.7.9 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 19: SAFETY & HEALTH

19.1 GENERAL PROVISIONS

19.1.1 The Employer, employee, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

19.1.2 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).

19.1.3 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.

19.1.4 The Department or Division may direct employees to use leave in accordance with Article 10, Leave, Sick Leave, when employees self- report a contagious health condition.

19.1.5 The Department or Division may direct employees to use leave in accordance with Article 10 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.

19.1.6 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.

19.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

19.2.1 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.

19.2.2 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.

19.2.3 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.

19.2.4 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 25, Labor Management Committees.

19.3 SAFETY COMMITTEES

19.3.1 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.

19.3.2 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).

19.3.3 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.

19.4 ERGONOMIC ASSESSMENTS

19.4.1 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.

19.5 PHYSICAL STANDARDS – CATEGORY I PEACE OFFICERS

19.5.1 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.

19.5.2 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.

19.6 WORKPLACE VIOLENCE

19.6.1 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee to a supervisor and 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.

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

ARTICLE 20: BODY CAMERAS

20.1 Body cameras and any footage will be administrated in accordance with applicable State law and Department or Division policies and procedures.

ARTICLE 21: ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE

21.1 Nothing in the Article is intended to remove any protections employees have under existing Nevada or Federal law.

21.2 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.

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

21.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

21.4.1 The Employer offers an EAP to all employees.

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

21.5 TOBACCO-FREE WORKPLACE

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

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

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

ARTICLE 22: REASONABLE ACCOMMODATION

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

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

ARTICLE 23: UNLAWFUL DISCRIMINATION

23.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

23.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, breastfeeding, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, victim of sexual assault or domestic violence, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws (NRS 608.0198), regulations or executive orders.

23.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

23.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures.

23.2.2 Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

23.2.3 Employees may not use the Grievance Procedure in Article 14 of this Agreement to file a complaint for unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 24: WORKPLACE ENVIRONMENT

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

24.2 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.

24.3 APPEARANCE

24.3.1 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.

24.3.2 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.

24.4 SECONDARY EMPLOYMENT

24.4.1 Secondary Employment will be administered in accordance with the Nevada State Administrative Manual 0323.

24.4.2 Any employee with secondary employment must complete a Secondary Employment Disclosure form and submit it for approval by the Director or designee. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within 30 days of acceptance and must renew the Disclosure by July 1st of each year. The Director must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file.

24.4.3 Secondary employment includes but is not limited to contracts with the State, work with temporary employment agencies, and provider agreements.

ARTICLE 25: LABOR MANAGEMENT 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.

25.1.2 Except for Ad Hoc Committees, the committees identified in this article shall be established at the Union's request.

25.2 DEPARTMENT OR DIVISION-LEVEL COMMITTEES

25.2.1 Department or Division-level Labor-Management Committees may be established to discuss and exchange Department or Division-specific information of a group nature and general interest to both parties.

25.3 AD HOC COMMITTEES

25.3.1 Committees to address specific issues may be established by mutual agreement at a Department or Division level Committee.

25.3.2 Ad hoc Department or Division-level Committees shall only be established by mutual agreement at a Department or Division-level Committee meeting and mutually agreed upon by the parties.

25.4 SAFETY COMMITTEES

25.4.1 The Employer and the Union may establish Joint Safety Committees according to this Article and Article19, Safety & Health.

25.5 SCOPE OF AUTHORITY FOR COMMITTEES

25.5.1 All Committees 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 The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination, if necessary.

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: DISCLOSURE OF IMPROPER GOVERNMENTAL ACTION

26.1 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 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:

26.1.1 In violation of any state law or regulation; or,

26.1.2 An abuse of authority; or,

26.1.3 Of substantial and specific danger to the public health or safety; or,

26.1.4 Employee health or safety; or,

26.1.5 A gross waste of public money.

26.2 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 other 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.

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

26.4 FRAUD HOTLINE

26.4.1 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.

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

ARTICLE 27: POLITICAL ACTIVITY

27.1 Employees may vote as they choose and express their political opinions on any or all subjects without recourse, except that no employee may:

27.1.1 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.

27.1.2 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.

27.1.3 The parties agree that voluntary payroll deductions for Union political action committee (PAC) contributions are permitted.

27.1.4 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 28: STRIKES

28.1 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 the Agreement to comply with this pledge.

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

ARTICLE 29: ENTIRE AGREEMENT

29.1 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 or the State's collective bargaining rights with respect to matters that are mandatory subjects under the law.

29.2 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

29.3 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

29.4 The parties agree that references in this Agreement to sections of the Nevada Administrative Code (NAC)are those in effect on July 1, 2025. The Employer shall maintain any portions of the NAC referenced in this agreement, which shall be made available to any employee covered by this agreement or the union at their request to DHRM LRU.

ARTICLE 30: SAVINGS CLAUSE

30.1 If any court or administrative agency of competent jurisdiction finds any article, Section, Subsection, or portion of this 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 requests.

ARTICLE 31: APPROPRIATIONS

31.1 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.

31.2 Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.

31.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

31.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

ARTICLE 32: DISTRIBUTION OF AGREEMENT

32.1 The Employer will post this Agreement on the DHRM LRU's Internet page by the effective date of the Agreement.

32.2 The Employer will provide all employees with a link to the Agreement.

32.3 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 33: TERM OF AGREEMENT

33.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until a new successor agreement has been successfully reached.

33.2 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

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:

BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM

JOSH REID
Special Counsel – Labor Relations

For the Union:

For Bargaining Unit G

Chief Negotiator

APPROVED AS TO FORM

For Bargaining Unit G

–

APPENDIX A

Job Classifications Eligible for Membership in the Nevada Police Union (NPU)

Title Code	Job/Position Title	Grade
13.102	Agricultural Police Officer II	39
13.103	Agricultural Police Officer I	35
13.104	Agriculturist (Commissioned)	36
13.122	Game Warden III	39
13.123	Game Warden II	37
13.124	Game Warden I	34
13.141	Park Ranger III (Commissioned)	42
13.142	Park Ranger II (Commissioned)	40
13.143	Park Ranger I (Commissioned)	39
13.206	DPS Officer II	41
13.207	DPS Officer I	40
13.217	University Police Detective	42
13.222	University Police Officer II	40
13.223	University Police Officer I	36
13.234	Law Enforcement & Training Specialist (Commissioned)	40

APPENDIX B

Current Department or Division Policy

APPENDIX C

Current Department or Division Policy

APPENDIX D

Task Force Assignments

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

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 for the 2025-2027 biennium for Bargaining Unit L, comprised of Category I peace officer supervisors. The estimated fiscal impact of the CBA for the biennium is $7,410,587.

Additional Information:

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

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

MEMORANDUM

Date: May 21, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

Subject: Noted Revision to BOE Action Item

The Fiscal Impact Analysis for the following proposed Collective Bargaining Agreement (CBA) has been revised:

- Item D - Bargaining Unit L, Nevada Police Union, Category I peace officer supervisors

The Fiscal Impact Analysis for Item D included a line item for a Line of Duty Death benefit as stated in Article 8 of the proposed CBA. This article provides for a payment to the estates of officers killed in the line of duty, up to a maximum of $20,000.

While the fiscal analysis did include the line item of $20,000 per fiscal year, these amounts were not incorporated into the total on the fiscal impact analysis page. Accordingly, the analysis totals have been revised to include these amounts and accurately reflect the fiscal impact of $7,410,587 for the biennium.

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

SUBJECT: Consideration and Approval of the Nevada Police Union, Unit L - Supervisory, Collective Bargaining Agreement for 2025-2027

DATE: May 6, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Nevada Police Union (NPU), Unit L- Supervisory, began negotiations for a new collective bargaining agreement (CBA) in September 2024.

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

Request in Front of the Board

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

Implementation of the CBA

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

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

- Effective July 1, 2025, the salary schedule for bargaining unit L will be increased by three percent (3%).
- Effective July 1, 2026, the salary schedule for bargaining unit L will be increased by three (3%).
- Employees covered under this Agreement will receive a retention incentive of $2,000 per fiscal year, to be distributed in 4 equal installments each fiscal year.
- Personal Day – Upon ratification, employees under the Agreement will be credited with two (2) Personal Leave days equal to their regularly scheduled work shift that has no cash out value to be taken during the fiscal year, to be taken in full day increments and may not roll over into the next year.
- Annual Leave – 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.
- Education Pay – Employees covered under this Agreement who possesses an Associate's degree from an accredited college or university shall receive a sum of six hundred ($600) dollars per fiscal year to be distributed each July 1. Employees covered under this Agreement who possess a Bachelor's degree from an accredited college or university or attain a Nevada Management P.O.S.T. Certificate (NAC 289.260) shall receive a sum of twelve hundred ($1200) dollars 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. Employees covered under this Agreement who possess a Master's degree from an accredited college or university or attain a Nevada Executive Certificate (NAC 289.270) shall receive a sum of fifteen hundred ($1500) dollars per fiscal year to be distributed each July.
- Uniforms – Effective July 1, 2025, employees in the Department of Public Safety will receive a Uniform & Equipment Allowance of one thousand four hundred ($1,400) dollars per fiscal year, to be distributed in four equal payments during the fiscal year.
- Special Adjustments to pay up to 5%.
- Union Leave of 2,000 hours in even numbered years and 3,000 in odd numbered years.
- Line of Duty Death benefit. Fiscal Impact: $20,000

Thank you for your consideration.

Attachments: NPU, Unit L – Collective Bargaining Agreement
NPU, Unit L, Ratification Certification
NPU, Unit L, 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit L - Category I Peace Officer Supervisors
with **Nevada Police Union**

In Governor's Recommended budget:	FY26	FY27
FTE	223.00	223.00
PCNs	223	223

Key points in this agreement:		Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
·	Effective July 1, 2025, the salary schedules will be increased by three percent (3%).	$ 1,111,617	$ -	Calculated using state budget system.
·	Effective July 1, 2026, the salary schedules will be increased by three percent (3%).	$ -	$ 2,297,587	Calculated using state budget system.
·	Employees covered under this Agreement will receive a retention incentive of $2,000 per fiscal year, to be distributed in 4 equal installments each fiscal year	$ 446,000	$ 446,000	Calculated using total unique positions x $2,000 per year
·	Employees receive 2 Personal Leave days per year	$ 473,170	$ 493,561	Estimated at average hourly cost, assuming 8 hour shifts with overtime coverage of 1.5 x pay.
·	Annual Leave accrual maximum of 480 hours per calendar year.	$ -	$ -	No incremental pay.
·	Education/POST Pay – Associate's Degree are eligible to receive Education Pay in the amount of $600 per year; Bachelor's Degree or POST Management Certificate $1200 per year; Master's Degree or POST Executive Certificate are eligible for $1500 per year.	$ 267,600	$ 267,600	Cannot be accurately determined without detailed data about each employee's educational attainment; estimated assuming every position filled and every employee attained the middle level of education that results in Education Pay. Some employees will likely be higher and some lower.
·	Special Adjustments to pay up to 5%	$ 165,769	$ 172,913	Cannot be accurately estimated without a detailed census of assignments; calculated assuming 75 employees for 500 hours of special duty per year, at 5% maximum of average hourly pay.
·	Employees assigned to the Department of Public Safety will receive a Uniform & Equipment Allowance of $1,400 per fiscal year in 4 installments.	$ 246,400	$ 246,400	Calculated at the total number of positions in DPS (176) x $1400.
·	Employees will be eligible for a footwear allowance of $250 per biennium.	$ 55,750	$ -	Calculated at the total number of positions x $250.
·	Union Leave of 2,000 hours in even numbered years and 3,000 in odd numbered years.	$ 265,230	$ 414,990	Estimated using average hourly pay x 1.5, assuming overtime coverage of duty.
·	Line of Duty Death benefit.	$ 20,000	$ 20,000	Estimated at potential benefit.
	~~**Total estimated potential fiscal impact:**~~	~~**$ 3,031,536**~~	~~**$ 4,339,051**~~	
		~~Biennium Total:~~	~~**$ 7,370,587**~~	

Corrected Total estimated potential fiscal impact *:	**$ 3,051,536**	**$ 4,359,051**
	Biennium Total:	**$ 7,410,587**

* Revised to include Line of Duty Death benefit in calculated totals.

Outlook

Fw: CBA ratification

From Matthew Lee <Matt.Lee@admin.nv.gov>
Date Tue 5/13/2025 2:00 PM
To Bachera Washington <bachera@admin.nv.gov>
Cc Maxx Pugne <MaxxPugne@admin.nv.gov>

Respectfully,

Matthew R. Lee
Supervisory Human Resource Analyst
Division of Human Resource Management
Department of Administration
P: 775-684-0127
E: matt.lee@admin.nv.gov
W:Connect With LRU

Department of Administration
Division of Human Resource Management

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From: Dan Gordon <dgordon@nvpolice.org>
Sent: Tuesday, May 13, 2025 1:56 PM
To: Matthew Lee <Matt.Lee@admin.nv.gov>
Cc: Reesha Powell <rpowell@nvpolice.org>
Subject: CBA ratification

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

Matt,

Both Unit G and Unit L contracts have been ratified by NPU members.

Thank you in advance,

Dan

"A shortcut is always the longest road"

Dan Gordon
President
dgordon@nvpolice.org
Cell:775.781.5859

NEVADA POLICE UNION
Main: 775.446.6617
3352 Goni Rd, Suite 162, Carson City, NV 89706
Web: nvpolice.org

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State of Nevada

&

Nevada Police Union (NPU)

UNIT L Supervisory

Collective Bargaining Unit

July 1, 2025 – June 30, 2027

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PREAMBLE

This collective bargaining agreement (CBA) is entered into on July 1, 2025, referred to as the "Agreement" or "CBA," is entered into by the State of Nevada, herein to as the "Employer" or the "State" and the NEVADA POLICE UNION, herein referred to as the "Union." This Agreement is applicable to all eligible employees in collective bargaining unit (L) of the Employer described in Article 1, Union Recognition of this Agreement. It is the intent of the parties to establish employment relations based upon mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Nevada, improve performance results of State government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment , and provide methods for prompt resolution of differences. It is the intent of the parties that this Agreement governs over any applicable legislation regarding compensation and benefits provided to State employees unless otherwise specified in the Agreement.

ARTICLE 1. UNION RECOGNITION

1.1 This Agreement covers the employees in the bargaining Units described in Appendix A, titled, "Bargaining Units Represented by the Nevada Police Union.

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

ARTICLE 2. DEFINITIONS

"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.

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

"Category I peace officer" is defined in NRS 289.460.

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

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

"Collective Bargaining Agreement (CBA)" This document is known as the Unit L Collective Bargaining Agreement for the State of Nevada and the Nevada Police Union.

"Commercial Driver License (CDL)" hrrps://dmvnv.com/cdl.htm

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

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

"Department" means: 1) a Department in the Executive Branch of State government that is designated as a Department by statute; 2) the Nevada System of Higher Education.

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

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

"Domestic Violence" is defined as in NRS 33.018.

"EAP" is the Employee Assistance Program.
http://hr.nv.gov/StateEmployees/Employee_Assistance_Program(EAP)/

"Employee" is a person legally holding a position in the public service.

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

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

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

"Employer" means the State of Nevada and its employing Department or Divisions.

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

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

"Family Member" is defined to include: 1) Child, 2) biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's Spouse or registered domestic partner, or a person who stood in

loco parentis when the employee was a minor child; 3) Spouse; 4) registered domestic partner; 5) grandparent; 6) grandchild, and; 7) sibling.

"Field Training Officer (FTO)" is a specially trained and certified Peace Officer responsible for training and evaluating entry level and lateral law enforcement officers.

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

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

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

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

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

"Immediate family" as defined in NAC 284.5235

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

"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.

"Life-threatening" means condition or situation capable of causing death.

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

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

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

"National Labor Relations Board (NLRB)" The NLRB is an independent federal agency created to enforce the National Labor Relations Act. www.nlrb.gov

"Nevada Administrative Code (NAC)" www.leg.state.nv.us/nac/

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

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

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

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

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

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

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

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

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

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

"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 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 lower salary grade from which the employee meets the minimum qualifications and is able to perform the essential functions.

"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.

"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 regrading safety and loss prevention, including Workers' Compensation. https://risk.nv.gov/

"Rules for State Personnel Administration, republished August 2020.

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

"State Administrative Manual (SAM)", "State of Nevada Commission on Ethics" www.ethics.nv.gov

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

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

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

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

"Uniformed Services Employment & Reemployment Rights Act (USERRA)'
https://www.dol.gov/agencies/vets/programs/userra

"Union Representative" or "Union Steward" is a trained Union official who represents and defends the interest of employees relative to the CBA and/or union activities.

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

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

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

"Workweek" is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following Sunday. 1) The official workweek for the purposes of payroll begins on each Monday at 0000 hours and ends at 2359 hours on the following Sunday. 2) NSHE Employees official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 on the following Saturday.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.

3.2 The Employer retained all rights of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada Constitution State statues.

ARTICLE 4. HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments as outlined in NRS 284.205 to NRS 284.330, NRS Chapter 289, NAC 284.295 to NAC 284.411 and NAC Chapter 289.

4.2 The Employer and Union agree all agencies with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NAC 289 and allow the examination of an employee's personnel file.

ARTICLE 5. SENIORITY

5.1 Seniority shall be based on promotion date within each classification. In the event of a tie, promotional date shall be used, followed by the employee ID Number. Seniority shall be considered for the purposes of scheduling, shift bid, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests, except for emergencies, operational needs, or safety. Both parties understand that a tie breaker may not be applicable to every request.

5.2 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 6. LAYOFF & REEMPLOYMENT

6.1 The Employer and the Union agree to follow the provisions set forth in NAC 284.612 to 284.632, et. seq., regarding layoff and reemployment.

6.2 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.

6.3 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.

6.4 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.

6.5 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 7. SEPARATION

7.1 RESIGNATION

7.1.1 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.

7.2 DISABILITY SEPARATION

7.2.1 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.

7.3 REINSTATEMENT FROM DISABILITY SEPARATION

7.3.1 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.

7.4 DISABILITY RETIREMENT

7.4.1 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.

7.4.2 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 8. LINE OF DUTY DEATH

8.1 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.

8.2 The employee's estate will also receive payment for all accrued Annual Leave, Compensatory Time, and accrued Sick Leave.

ARTICLE 9. HOURS OF WORK

9.1 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.

9.2 Employees are also required to comply with Department or Division policies, Standing Orders (SO's), or Administrative Regulations, as amended, with respect to their hours of work.

9.3 WORK SCHEDULES

9.3.1 The official workweek for the purposes of payroll begins on each Monday at 0000 hours and ends at 2359 hours on the following Sunday.

9.3.2 NSHE Employees official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 hours on the following Saturday.

9.3.3 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:

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

9.3.3.2 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.

9.3.3.3 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.

9.3.3.4 A forty (40) hour per Workweek variable and flexible schedule.

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

9.4 MEAL BREAKS

9.4.1 The Employer and the Union agree to Meal Breaks that vary from and supersede the Meal Break requirements of federal and state law.

9.4.2 Employees covered under this Agreement shall be entitled to take a sixty (60) minute paid Meal Break.

9.4.3 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.

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

9.5 REST PERIODS

9.5.1 The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of federal and state law.

9.5.2 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.

9.5.3 Rest periods will be paid.

9.5.4 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.

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

9.6 DAILY WORK SHIFT CHANGES

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

9.7 TEMPORARY SCHEDULE CHANGES

9.7.1 An employee's Workweek and/or work schedule may be temporarily changed with prior notice from the Employer.

9.7.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. An employees will receive fourteen (14) calendar days' written notice of any temporary schedule change absent exigent circumstances. The day that notice is given is considered the first day of notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. The employee and employer may mutually agree to waive the fourteen (14) calendar day notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer.

9.8 PERMANENT SCHEDULE CHANGES

9.8.1 An employee's Workweek and work schedule may be permanently changed with prior notice from the Employer.

9.8.2 An employee will receive twenty-one (21) 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. 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.

9.8.3 Voluntary adjustments in the hours of work of daily shifts during a Workweek do not constitute a permanent schedule change.

9.9 EMPLOYEE-REQUESTED SCHEDULE CHANGES

9.9.1 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.

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

9.10 EMERGENCY SCHEDULE CHANGES

9.10.1 The Employer may adjust an employee's Workweek and work schedule without prior notice in emergency situations with a sudden, serious, and time-sensitive operational need that requires immediate action to prevent harm or disruption to operations. Emergency situations include, but are not limited to, natural disasters, internet hacks, damage State facilities or infrastructure, weather events requiring snow, ice or avalanche removal, fire duty, civil unrest or unforeseen emergencies and urgent operational needs.

9.11 SHIFT TRADES

9.11.1 Qualified employees in the same work area may mutually agree to trade a shift within the established schedule as long as no overtime is created. Such trade must be mutually agreed upon in writing by the employees and a request for approval must be given to the supervisor prior to the effective date of the trade. Such approval shall not be unreasonably denied. If an employee does not possess the required skills and abilities to work on the particular shift assignment the shift trade request will be denied.

9.12 PROBATIONARY PERIOD

9.12.1 The Probationary Period for bargaining unit positions shall be twelve (12) months from their date of hire and, upon completion, employees will have one (1) year equivalent full-time service. A probationary employee who transfers or promotes from one class to another class must serve a new Probationary Period. Once an employee attains Permanent Status, they shall not be required to serve another.

9.13 TRIAL SERVICE PERIOD

9.13.1 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 NAC Chapter 284.458

9.14 TIME REPORTING

9.14.1 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.

9.14.2 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 circumstance and/or 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.

9.14.3 "Off-the-clock" work is prohibited and failure to accurately record working time is grounds for discipline. Employees will accurately report time worked in accordance with the time reporting process as determined by the Department or 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 L" details the salary schedule for employees covered under this Agreement.

10.2.3 Effective July 1, 2025, the salary schedule for Bargaining Unit L will reflect an increase of three percent (3%)

10.2.4 Effective July 1, 2026, the salary schedule for Bargaining Unit L will reflect an increase of three percent (3%).

10.2.5 For the contract term of July 1, 2025, through June 30, 2027, 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 2025.

10.2.6 Upon ratification and effective July 1, 2025, employees covered under this Agreement will be credited with two (2) 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 PROMOTION

10.4.1 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.

10.5 SALARY RATE UPON DEMOTION

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

10.5.2 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 salary.

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

10.6 MERIT PAY INCREASE

10.6.1 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.

10.6.2 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.

10.6.3 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 DENIAL OF MERIT PAY INCREASE

10.7.1 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 Grievance Procedure Article.

10.8 DELAY OF MERIT PAY INCREASE

10.8.1 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.

10.9 CALLBACK PAY

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

10.10 COMPENSATORY TIME

10.10.1 Compensatory Time will be administered in accordance with NAC Chapter 284.250

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

10.11 DANGEROUS DUTY PAY

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

10.12 EDUCATION PAY

10.12.1.1 Employees covered under this Agreement who possesses an associate's degree from an accredited college or university shall receive a sum of $600 per fiscal year to be distributed each July 1.

10.12.1.2 Employees covered under this Agreement who possesses a Bachelor's Degree from an accredited college or university; or attains a Nevada Management P.O.S.T. Certificate (NAC 289.260) shall receive a sum of $1,200 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.

10.12.1.3 Employees covered under this Agreement who possess a master's degree from an accredited college or university; or attains a Nevada Executive Certificate (NAC 289.270) shall receive a sum of $1,500 per fiscal year to be distributed each July. 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.

10.12.1.4 An employee may not combine educational payments.

10.13 HOLIDAY PAY

10.13.1 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.

10.13.2 Holiday Premium Pay

10.13.2.1 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.

10.13.3 Holiday Compensation Rules

10.13.3.1 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.

10.13.3.2 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.

10.13.3.3 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.

10.14 OVERTIME

10.14.1 Overtime will be administered in accordance with NRS 284.

10.15 SPECIAL ADJUSTMENTS TO PAY

10.15.1 The maximum Special Adjustment to Pay and/or Special Assignment Pay for any employee is five (5%) of their regular hourly rate of pay.

10.15.2 Bilingual Pay

10.15.2.1 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.

10.15.3 Critical Incident Response Team/Complex Investigations

10.15.3.1 An employee assigned to the Critical Incident Response Team and/or complex investigations 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/Complex investigations.

10.15.4 Field Training Officer/Coordinator (FTO) Pay

10.15.4.1 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. An employee managing an FTO program will be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay while assigned as the FTO coordinator.

10.15.5 Honor Guard Duty

10.15.5.1 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.

10.15.6 Instructor Pay

10.15.6.1 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.

10.15.7 K-9 Pay

10.15.7.1 Employees supervising K-9 duties will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (K- 9 Pay).

10.15.8 Motors Pay

10.15.8.1 An employee supervising motorcycle duty will receive a Special Adjustment to Pay (Motors Pay) equivalent to five percent (5%) of their regular hourly rate of pay.

10.15.9 Public Information Officer Duty

10.15.9.1 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).

10.15.10 Task Force Special Assignments

10.15.10.1 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 B of this Agreement. Special Assignments to Task Forces are at the discretion of the Department/Division and can be revoked at any time.

10.15.11 Standby Pay

10.15.11.1 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. 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.

10.16.1.3 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.

10.16.1.4 An employee retiring from the State service may elect to purchase their State-issued duty firearm.

10.16.1.5 The Employer will provide body armor for employees covered under this Agreement.

10.16.1.6 Employees who are required to wear body armor will have the choice of wearing a standard vest or a load bearing vest.

10.16.1.7 The Employer shall provide any updated equipment policies to the Union for feedback prior to implementation.

10.16.1.8 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.

10.17 EQUIPMENT REPLACEMENT

10.17.1 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.

10.17.2 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.

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

10.18 UNIFORMS

10.18.1 General Provisions

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

10.18.1.2 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.

10.19 UNIFORM REPLACEMENT

10.19.1 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.

10.19.2 Effective July 1, 2025, 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.

10.19.3 Effective July 1, 2025, 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

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.

11.2.2.1 Accrual

11.2.2.1.1 For each calendar month of full-time continuous service, a regular full-time employee is entitled to accrue Annual Leave as follows:

11.2.2.1.1.1 0 to 10 years - 1¼ days per month

11.2.2.1.1.2 10 years to 15 years - 1½ days per month

11.2.2.1.1.3 15 years to 20 years - 1¾ days per month

11.2.2.1.1.4 20 years or more - 2¼ days per month

11.2.3 Annual Leave Usage

11.2.3.1 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.

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

11.5 COMPENSATORY TIME

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

11.6 HOLIDAYS

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

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth - [Observed Day]

Independence Day - July 4

Labor Day - First Monday in September

Nevada Day Observed - Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

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

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) business 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) business 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 Department or Division 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).

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

11.8 SICK LEAVE

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

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

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

11.9 SICK LEAVE ABUSE

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

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

11.9.3 Sick Leave abuse may lead to disciplinary action.

11.10 UNION LEAVE

11.10.1 See Article 17, Union Rights.

11.11 WORK-RELATED INJURY LEAVE (WORKERS' COMPENSATION)

11.11.1 General Provisions

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

11.12 BENEFITS RELATING TO DOMESTIC VIOLENCE

11.12.1 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.

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

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

11.12.1.1.2 Obtain counseling or assistance; and/or,

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

11.12.1.1.4 Establish a safety plan.

11.12.2 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.

11.13 BEREAVEMENT LEAVE

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

11.13.2 Bereavement Leave must be used no later than twelve (12) months after the death of the family member for which the Bereavement Leave was requested.

11.14 FURLOUGH LEAVE

11.14.1 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.

11.15 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 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.

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

ARTICLE 12. WORK PERFORMANCE

12.1 Employee performance evaluations shall be conducted pursuant to NAC 284.468 to 284.480, et. seq.

12.2 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 the Employer's Central Personnel Files.

12.3 If an employee is given an overall rating of performance of "Does Not Meet Standards":

12.3.1 The report must contain a written notice that such a report affect merit pay increases; and,

12.3.2 The employee will be placed on a Performance Improvement Plan ("PIP"), as described below, for ninety (90) calendar days to address the deficiencies outlined in the employee's performance evaluation.

12.4 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 of their Probationary Period.

12.5 Probationary employees may not file a grievance under Article 15, Grievance Procedure, with respect to a performance evaluation during their Probationary Period.

12.6 COACHING AND COUNSELING

12.6.1 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.

12.6.2 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.

12.6.3 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.

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

12.7 LETTERS OF INSTRUCTION

12.7.1 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.

12.7.2 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.

12.7.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.

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

12.8 PERFORMANCE IMPROVEMENT PLAN (PIP)

12.8.1 If an employee is having documented performance issues or a singular issue is deemed serious enough, a meeting may be held between the Department or Division supervisor and the employee. A plan should include a clear identification of the issue(s) and outline performance and/or conduct goals, that are measurable and attainable

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

12.8.3 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.

12.9 PERFORMANCE EVALUATION REVIEW

12.9.1 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) business 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) business days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under, Grievance Procedure.

ARTICLE 13. RECORDS MANAGEMENT

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

13.2 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 for their central records file.

13.3 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. 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). 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.

13.4 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, and the responses shall be included at the employee's request.

13.5 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.

13.6 FILE TYPES

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

13.6.2 Medical File

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

13.6.2.2 Payroll File

13.6.2.2.1 A comprehensive record of payroll for each employee maintained by the appropriate Central Records Unit.

13.6.2.3 Personnel File

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

13.6.2.3.2 One (l) official Personnel File may also be maintained for each employees' Department or Division Human Resource Office. Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgments, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

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

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

13.6.2.3.3.2 If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

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

13.6.2.3.4 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.

13.6.2.4 Supervisor File

13.6.2.4.1 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).

13.6.2.4.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.

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

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

13.6.2.4.5 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.

13.6.3 Training File

13.6.3.1 The Employer may maintain a record of all training the employee has taken while in active service.

13.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

13.7.1 A Letter of Instruction is not part of the progressive discipline process.

13.7.1.1 A Letter of Instruction will be considered for the purposes of evaluating whether disciplinary action is warranted no later than twelve (12) months from date of issuance, unless discipline results from non-compliance with the Letter of Instruction.

13.7.1.2 Letters of Instruction shall be removed from the employee's file upon the employee's request after twelve (12) months with no similar violations.

13.7.2 Documented Verbal Warnings

13.7.2.1 A Documented Verbal Warning will be considered for the purposes of promotions, transfers and evaluating further disciplinary action no later than eighteen (18) months from the date of issuance, unless further discipline results for similar violations.

13.7.2.2 A Documented Verbal Warning shall be removed from the employee's file upon the employee's request after eighteen (18) months with no similar violations.

13.7.3 Written Reprimands

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

13.7.3.2 Suspensions, demotions, and any discipline related to unlawful discrimination, sexual harassment, job related truthfulness, improper interactions with the public, or excessive force, shall be considered for the purposes of promotions, transfers and evaluating further disciplinary action regardless of when they occurred, and as long as the employee is employed by the State.

13.7.4 Any administrative investigation file shall not be made a part of an employee's Central Records Personnel File, Department or Division Personnel File or Supervisor File.

13.8 CONFIDENTIALITY

13.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal and State law.

13.8.2 Documents may be removed from an employee's Personnel File as part of a grievance settlement agreement or arbitration award. When documents are removed

13.9 PUBLIC RECORDS

13.9.1 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 is considered public record and may be open for inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

13.9.1.1 Pursuant to NRS 289.025, a peace officer's photograph and home address are confidential, with certain exceptions. Upon request, DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the Internal Revenue Services.

13.9.1.2 For the purposes of public inspection, the employee roster may exclude information deemed confidential related to employees in law enforcement Classification or assignment.

ARTICLE 14. DISCIPLINE

14.1 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 an employee without Just Cause, as defined in this agreement.

14.2 The State recognizes the rights of peace officers under NRS Chapter 289.

14.3 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and established prohibitions. Failure to comply with these may result in employee discipline.

14.4 When discipline is necessary, a progressive disciplinary model will be used.

14.5 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.

14.6 An employee serving a Trial Service Period, shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

14.7 PROGRESSIVE DISCIPLINE

14.7.1 Progressive disciplinary actions against any employee, in order of severity will consist of:

14.7.1.1 Documented Verbal Warning;

14.7.1.2 Written Reprimand;

14.7.1.3 Suspension Without Pay;

14.7.1.4 Demotion, and;

14.7.1.5 Dismissal (Termination) from State service.

14.7.2 It is agreed that consistent with the principles of Just Cause, as defined in this Agreement, the Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, consistent with principles of Just Cause, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.

14.8 OFF-DUTY CONDUCT

14.8.1 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.

14.8.2 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.

14.9 LAST CHANCE AGREEMENT (LCA)

14.9.1 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.

14.9.2 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 for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.

14.9.3 An LCA shall specifically identify any and all action or reasonably related conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.

14.9.4 A copy of the executed, signed and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

14.9.5 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themself of Article 15 Grievance Procedure, beginning at Step 5 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

14.10 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

14.10.1 The Employer may discipline an employee for reasons related to their performance.

14.10.2 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.

14.11 INVESTIGATIONS

14.11.1 The Employer has the authority to conduct administrative investigations into employees' conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.

14.11.2 All criminal convictions or guilty pleas are subject to a new administrative investigation

14.11.3 If an employee receives a Reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.

14.11.4 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025). A peace officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.

14.11.5 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation

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

14.11.7 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.

14.12 ADJUDICATIONS OF ALLEGATIONS

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

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

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

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

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

14.12.2.4 Unfounded - The alleged act did not occur.

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

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

14.13 PRE-DISCIPLINARY HEARING

14.13.1 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 Hearing, before the proposed action must be followed:

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

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

14.13.4 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, shall render the final decision.

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

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

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

14.13.8 The employee must be given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

ARTICLE 15. GRIEVANCE PROCEDURE

15.1 GENERAL PROVISIONS

15.1.1 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.

15.1.2 Probationary employees may not file a grievance under this Article, relating to their failure to complete, or the failure of, their Probationary Period.

15.1.3 A grievance shall be defined in this Agreement as:

15.1.3.1 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.

15.1.3.2 A dispute regarding the application of discipline.

15.1.3.3 A dispute regarding a written reprimand.

15.1.3.4 A dispute regarding a disciplinary suspension.

15.1.3.5 A dispute regarding an involuntary transfer.

15.1.3.6 A dispute regarding dismissal from State service.

15.1.3.7 A dispute involving the interpretation or application of this Agreement.

15.1.4 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:

15.1.5 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined on the DHRM's website at

15.1.6 https://hr.nv.gov/Sections/EEO__Sex-_or_Gender-Based_Harassment_and_Discrimination_Investigation_Unit

15.1.7 A change in classification or the allocation of positions (NRS 284.165).

15.1.8 Refusal to examine or certify an applicant for an open position (NRS 284.245).

15.1.9 A denial of Catastrophic Leave (NRS 284.3629).

15.1.10 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

15.2 FILING AND PROCESSING A GRIEVANCE

15.2.1 Procedure

15.2.1.1 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.

15.2.1.2 Grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions greater than a Documented Verbal Warning, shall be filed in writing within twenty (20) business days after the effective date of the discipline or file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.

15.2.1.3 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1 as outlined below.

15.2.1.4 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4 as outlined below.

15.2.1.5 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:

15.2.1.5.1 The grievance procedure provided in this Article; or

15.2.1.5.2 The procedure prescribed by NRS 288.115.

15.2.1.6 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.

15.3 CONTENTS OF A GRIEVANCE & RECIPIENTS OF A GRIEVANCE

15.3.1 The written grievance must be submitted via the State's electronic grievance reporting system must include the following information:

15.3.1.1 The name of the grievant;

15.3.1.2 The grievant's position, Department and/or Division, and Section;

15.3.1.3 The grievant's contact information;

15.3.1.4 The date, time, and place wherein the alleged event occurred;

15.3.1.5 A statement of the pertinent facts

15.3.1.6 surrounding the nature of the grievance;

15.3.1.7 The name(s) of any witness(es) to the alleged event or violation(s);

15.3.1.8 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;

15.3.1.9 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

15.3.1.10 The specific remedy sought by the grievant; and,

15.3.1.11 The name and signature of the representative filing the grievance on behalf of the employee, if any.

15.4 MODIFICATIONS OF A GRIEVANCE

15.4.1 No newly alleged violations may be submitted after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer.

15.5 CONSOLIDATION OF A GRIEVANCE

15.5.1 The Union or the Employer may consolidate grievances arising out of the same set of facts through written mutual agreement of the parties.

15.6 WHEN A RESOLUTION OF A GRIEVANCE BECOMES BINDING

15.6.1 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.

15.6.2 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.

15.6.3 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.

15.7 INFORMAL RESOLUTION OF A GRIEVANCE

15.7.1 General Provisions

15.7.1.1 The parties should make every reasonable effort to resolve a grievance through informal discussions.

15.7.1.2 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.

15.8 INFORMAL MEDIATION

15.8.1 Any time during the 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.

15.8.2 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.

15.9 WITHDRAWAL OF A GRIEVANCE

15.9.1 A grievance may be withdrawn by an employee at any time. If a grievance is resolved or withdrawn it cannot be resubmitted.

15.10 GRIEVANCE LEVELS

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

15.10.2 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.

15.10.3 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, the LRU 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.

15.10.4 Step 1 - Supervisor

15.10.4.1 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) business days.

15.10.5 Step 2 - Division Administrator or Manager, or Designee

15.10.5.1 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) business days.

15.10.5.2 The Division Administrator or Manager, or designee, will meet or confer by telephone with the grievant within fifteen

15.10.5.3 (15) business days of receipt of the grievance and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) business days following that meeting.

15.10.6 Step 3 - Department Director, or Designee

15.10.6.1 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 Director, or designee within fifteen (15) business days.

15.10.6.2 The Department Director, or designee, will meet or confer by telephone with the grievant within fifteen (15) business days of receipt of the grievance, and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) business days following that meeting.

15.10.7 Step 4 – Formal Mediation

15.10.7.1 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) business 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. 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.

15.10.7.2 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.

15.10.8 Step 5 - Arbitration

15.10.8.1 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) business 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).

15.10.8.2 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.

15.10.8.3 Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

15.10.8.4 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.

15.10.8.5 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.

15.10.8.6 No later than thirty (30) business 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) business days from the date of receipt.

15.10.8.7 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

15.11 WITNESS

15.11.1 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.

15.12 ARBITRATOR AUTHORITY

15.12.1 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.

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

15.12.3 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.

15.12.4 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.

15.13 ATTENDANCE AT MEETINGS

15.13.1 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.

15.13.2 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.

15.13.3 An employee must provide at least two (2) business 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) business 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.

15.14 SUCCESSOR CLAUSE

15.14.1 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.

15.15 TIMELINES

15.15.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing.

15.15.2 As used herein, "days" refers to business days. When calculating a time period as stated in days, exclude the day of the event that triggers the period; then count every business 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.

15.16 FAILURE TO MEET TIMELINES

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

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

15.17 GRIEVANCE FILES

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

ARTICLE 16. MEDIATION

16.1 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.

16.2 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 17. UNION RIGHTS

17.1 EMPLOYEE RIGHTS

17.1.1 Right to Union Members

17.1.1.1 Employees have the right to become a member of the Union.

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

17.2 RIGHT TO UNION REPRESENTATIONS

17.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.

17.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching and counseling, assigning work, informal discussions, delivery of paperwork including Documented Verbal Warnings, Written Reprimands, performance evaluations, staff or work unit meetings, or other routine communications with an employee.

17.3 ACCESS FOR UNION REPRESENTATIVES

17.3.1 It is recognized that from time to time it will be necessary for Union activities to be performed 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.

17.3.2 Authorized Union Representatives shall have limited access to certain non-public areas of the Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.

17.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

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

17.3.5 Union Representatives and bargaining unit employees may also meet in a non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

17.4 BULLETIN BOARDS

17.4.1 The Employer will provide space on bulletin boards for Union communication.

17.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.

17.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.

17.4.4 Materials posted on bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.

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

17.4.6 Union communication will not be posted in any other location on Department or Division premises.

17.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

17.5 UNION STEWARDS

17.5.1 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.

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

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

17.5.4 Representational Duties will be coded to Union Leave on the Union Steward's timecard.

17.6 INDEMNIFICATION

17.6.1 The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgements 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:

17.6.1.1 The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

17.6.1.2 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

17.6.1.3 The conduct of the person involved in the Union activity affirmatively caused harm.

17.6.2 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.

17.6.3 This indemnification does not exclude the State of Nevada's rights 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 Statues 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.

17.7 USE OF STATE FACILITIES & EQUIPMENT

17.7.1 Meeting Space & Facilities

17.7.1.1 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 prior written authorization of the Employer.

17.7.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

17.7.2 Supplies & Equipment

17.7.2.1 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 or Division business.

17.7.2.2 Email, Fax Machines, the Internet, & Intranets

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

17.7.2.2.2 Union Steward may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of the Agreement to included electronic transmittal of grievance and responses in accordance with Article 15, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

17.7.2.2.2.1 Results in little or no cost to the Employer.

17.7.2.2.2.2 Be brief in duration and frequency.

17.7.2.2.2.3 Not interfere with the performance of their official duties.

17.7.2.2.2.4 Not distract from the conduct of State business

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

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

17.7.2.2.2.7 Not included general communication and/or solicitation with employees.

17.7.2.2.3 The Union and its Stewards will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Communication or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the employer and may be subject to public disclosure.

17.8 UNION LEAVE & TIME AWAY FROM WORK FOR UNION ACTIVITIES

17.8.1 Union members may be allowed to access Union Leave or Leave with Out Pay to attend Union-sponsored meetings, training sessions conferences, and conventions, as well as representational duties. 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.

17.8.2 Requests for leave shall not be unreasonably denied.

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

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

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

17.8.6 The parties recognize that the Union represents employees in Bargaining Units G and L, as provided in NRS 288 (NRS 288.270, NRS 288.415). Effective July 1, 2025, the Union will have an annual aggregate pool of two thousand (2,000) hours to draw from during each even numbered year and an annual aggregate pool of three thousand (3,000) hours to draw during each odd numbered years for Union Leave to be distributed and used based on the Union's discretion between Bargaining Units G and L. The pool of hours does not roll over from fiscal year to fiscal year.

17.9 UNION LEAVE

17.9.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.

17.9.2 Union Leave shall be considered for approval or denied within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the leave to ensure their leave request has been received by their Department or Division for consideration.

17.9.3 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.

17.9.4 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.

17.9.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.

17.9.6 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and all employee's Department or Division may not unreasonably deny such a request.

ARTICLE 18. UNION DUES

18.1 NOTIFICATION TO EMPLOYEES

18.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of Union's exclusive representation status.

18.2 UNION DUES DEDUCTIONS

18.2.1 There shall be dues deductions by the State.

18.2.2 Deduction of Union Dues is strictly a voluntary deduction.

18.2.3 The Union will provide the Employer with a list of the Union members via excel spreadsheet.

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

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

18.2.6 If there is any change in the amount to be deducted for Union Dues as voted on by Nevada Police Union, Unit L members, the Union will notify the Employer within thirty (30) business days.

18.2.7 In the event an employee disputes or contests payroll deductions for Union Dues, the Employer will notify the Union via email of such disputes prior to taking any action. The Union will respond as soon as practicable but no later than within seven (7) business days.

18.2.8 Should the Union not provide proof of membership within seven (7) business days, the State will cease Union Dues deductions as soon as practicable. The Union Dues owed during the period of non-deduction must be settled exclusively between the Union and the employee.

18.3 STATUS REPORTS

18.3.1 The Employer will provide the Union with a report in electronic format each pay period detailing the Union Dues remittance containing the following information for employees that have Union Dues deducted from their paycheck:

18.3.1.1 Employee name.

18.3.1.2 Employee job title.

18.3.1.3 Department and Division.

18.3.1.4 Official duty station or work site.

18.3.1.5 Work phone number.

18.3.1.6 Work email address.

18.3.1.7 Date of hire.

18.3.1.8 Pay grade.

18.3.1.9 Pay step.

18.3.1.10 Seniority date

18.3.1.11 Separation date.

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

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

18.4 REVOCATION

18.4.1 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 deduction paperwork.

18.4.2 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 deductions effective on the first payroll, and not later than the second payroll, subsequent to the receipt of the revocation notice.

18.5 INDEMNIFICATION

18.5.1 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 Dues, 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.

18.5.2 The Employer agrees not to honor any check-off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

ARTICLE 19. SAFETY & HEALTH

19.1 GENERAL PROVISIONS

19.1.1 The Employer, employee, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

19.1.2 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).

19.1.3 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.

19.1.4 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.

19.1.5 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.

19.1.6 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.

19.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

19.2.1 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.

19.2.2 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.

19.2.3 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.

19.2.4 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.

19.3 SAFETY COMMITTEES

19.3.1 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.

19.3.2 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).

19.3.3 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.

19.4 ERGONOMIC ASSESSMENTS

19.4.1 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.

19.5 PHYSICAL STANDARDS – CATEGORY I PEACE OFFICERS

19.5.1 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.

19.5.2 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.

19.6 WORKPLACE VIOLENCE

19.6.1 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee to a supervisor and 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.

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

ARTICLE 20. WORKPLACE ENVIRONMENT

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

20.2 Inappropriate behavior in the workplace does not serve the Employer, the Union, or the employee. All employees are responsible for contributing to a positive workplace environment.

20.3 APPEARANCE

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

20.3.2 The Union shall have the ability to have one representative provide input on any grooming standards, dress code, or participate in any uniform committees established by a Department or Division.

20.4 SECONDARY EMPLOYMENT

20.4.1 Secondary Employment will be administered in accordance with the Nevada State Administrative Manual 0323

20.4.2 Any employee with secondary employment must complete a Secondary Employment Disclosure form and submit it for approval by the Director. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within 30 days of acceptance and must renew the Disclosure by July 1st of each year. The Director must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file.

20.4.3 Secondary employment includes but is not limited to contracts with the State work with temporary employment agencies, and provider agreements.

ARTICLE 21. ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE

21.1 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.

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

21.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

21.3.1 The Employer offers an EAP to all employees.

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

21.4 TOBACCO-FREE WORKPLACE

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

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

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

ARTICLE 22. REASONABLE ACCOMMODATION

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

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

ARTICLE 23. STRIKES

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 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.

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 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 or the State's collective bargaining rights with respect to matters that are mandatory subjects under the law.

24.2 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

24.3 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

24.4 The parties agree that references in this Agreement to sections of the Nevada Administrative Code (NAC) are those in effect on July 1, 2025. The Employer shall maintain any portions of the NAC referenced in this agreement, which shall be made available to any employee covered by this agreement or the union at their request to DHRM LRU.

ARTICLE 25. SAVINGS CLAUSE

25.1 If any court or administrative agency of competent jurisdiction finds any article, Section, Subsection, or portion of this 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 requests.

ARTICLE 26. APPROPRIATIONS

26.1 Consistent with NRS 288.505, any provision of this collective bargaining agreement that requires the Legislature to appropriate money is effective only to the extent of such a legislative appropriation. The Governor shall request the drafting of a legislative measure to effectuate the provisions under this Agreement that require Legislative Appropriations pursuant to NRS 288.560(2)(a).

ARTICLE 27. TERM OF AGREEMENT

27.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until a new successor agreement has been successfully reached.

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:

5/13/25

BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM

JOSH REID
Special Counsel – Labor Relations

For the Union:

AGREEMENTS FOR UNIT 2 CBA

Chief Negotiator

APPROVED AS TO FORM

ANDREW GRENATA
– MAY 13, 2025

APPENDIX A

Supervisory Category I Peace Officers (sorted by title code)

Title Code	Job/Position Title	BU	GRADE
13.101	Agricultural Police Officer III	L	39
13.115	Staff Game Warden	L	41
13.121	Game Warden IV	L	40
13.135	Park Supervisor III (Commissioned)	L	40
13.136	Park Supervisor II (Commissioned)	L	39
13.137	Park Supervisor I (Commissioned)	L	38
13.204	DPS Lieutenant	L	45
13.205	DPS Sergeant	L	43
13.215	University Police Lieutenant	L	44
13.221	University Police Sergeant	L	42

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

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 Fire Fighters Association, Local 3895 for the 2025-2027 biennium for Bargaining Unit K, comprised of non-supervisory firefighters. The estimated fiscal impact of the CBA for the biennium is $184,806.

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. Battle Born Fire Fighters Association, Local 3895 was certified the exclusive representative for the state employees in Bargaining Unit K and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

SUBJECT: Consideration and Approval of the Battle Born Fire Fighters Association (BBFFA), Unit K, Collective Bargaining Agreement for 2025-2027

DATE: May 14, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Battle Born Fire Fighters Association (BBFFA), Unit K, began negotiations for a successor collective bargaining agreement (CBA) in September 2024.

The State of Nevada and BBFFA bargained and came to an agreement on all articles. The attached agreement was ratified by BBFFA membership in May 2025.

Request in Front of the Board

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

Implementation of the CBA

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

Material Changes of BBFFA, Bargaining Unit K

- BBFFA agreed to no Cost-of-Living Adjustments (COLA) for the term of this contract.
- A Firefighter/Driver Operator and Crew Chief of the National Guard will receive holiday premium pay pursuant to NAC 284.255 TO 284.258, et. seq. Fiscal Impact: Impact cannot reliably be determined based on variable and dependent upon holiday hours worked.
- The State will reimburse employees, up to three hundred ($300) dollars per fiscal year, for cancer screening.
- Union Leave – The Union will have an aggregate pool of four hundred (400) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

Existing Contract Information

- Annual Leave: The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of four hundred and eighty (480) hours.
- Annual Leave cash out opportunities 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.

Thank you for your consideration.

Attachments: BBFFA, Unit K –Collective Bargaining Agreement

BBFFA, Unit K - Ratification Certification
BBFFA, Unit K - 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit K - Non-Supervisory Firefighters
with **Battle Born Fire Fighters Association (BBFFA)**

In Governor's Recommended budget:	FY26	FY27
FTE	109.00	109.00
PCNs	109	109

Key changes in this agreement:

		Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
•	In addition to regular rate of pay for their work shift, an employee required to work on a holiday will receive additional compensation equivalent to their regular rate of pay. An employee will receive 8 hours of Holiday Premium Pay for an 8 hour per day schedule and 10 hours of Holiday Premium for 10 hour days schedule.	$ -	$ -	The impact cannot reliably be determined, as it is variable and dependent upon holiday hours worked.
•	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 base rate-of-pay.	$ -	$ -	The impact cannot reliably be determined, as it is variable and dependent upon incident assignments and hours worked.
•	NDF employees whose work activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) and who is required and approved by the Agency to perform work activity based on IIBMH will qualify for 25% of their regular hourly rate of pay for all hours worked during any calendar day when performing the qualifying activity/activities.	$ -	$ -	The impact cannot reliably be determined, as it is variable and dependent upon incidents, duties, and hours worked.
•	Annual Leave accrual maximum of 480 hours per calendar year.	$ -	$ -	No incremental pay.
•	Annual Leave cash out opportunities twice per fiscal year of up to 40 hours each, as long as 200 hours remain after cash out.	$ 29,562	$ 30,654	Cannot be accurately determined without experience. Estimated at average hourly cost x 80, and all with eligible balances (roughly 7%) requesting payout.
•	The State will reimburse employees up to $300 per fiscal year for cancer screening.	$ 32,700	$ 32,700	Calculated at $300 per employee, per year
•	Union Leave pool of 400 hours per year.	$ 29,058	$ 30,132	Estimated at average hourly cost x 400 hours, assuming shift coverage at overtime rate of 1.5 x pay.
	Total estimated fiscal impact:	**$ 91,320**	**$ 93,486**	
		Biennium Total:	**$ 184,806**	

Outlook

Re: BBFFA Contracts for review and signature

From Eric Roussel <eroussel@forestry.nv.gov>
Date Tue 5/13/2025 1:41 PM
To Matthew Lee <Matt.Lee@admin.nv.gov>; PRESIDENT BBFFA <bbffapresident@gmail.com>; bbffatreasurer@gmail.com <bbffatreasurer@gmail.com>
Cc Bachera Washington <bachera@admin.nv.gov>

Good afternoon,
The BBFFA has ratified both unit O and K. As of 5/13/25.

Get Outlook for iOS

From: Matthew Lee <Matt.Lee@admin.nv.gov>
Sent: Monday, May 12, 2025 7:44:51 PM
To: Eric Roussel <eroussel@forestry.nv.gov>; PRESIDENT BBFFA <bbffapresident@gmail.com>; bbffatreasurer@gmail.com <bbffatreasurer@gmail.com>
Cc: Bachera Washington <bachera@admin.nv.gov>
Subject: BBFFA Contracts for review and signature

Good Evening,

The State has completed the contract for Bargaining Units O and K. Kindly compare and assess the language for precision. It is essential that the final page is signed and returned to us by 2:00 PM PST tomorrow, to allow sufficient time for its inclusion in the Special Board of Examiners meeting.

If you have any questions, please let me know.

Respectfully,

Matthew R. Lee
Supervisory Human Resource Analyst
Division of Human Resource Management
Department of Administration
P: 775-684-0127

State of Nevada

&

Battle Born Fire Fighters Association (BBFFA), Local 3895

Unit K

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this BATTLE BORN FIRE FIGHTERS ASSOCIATION, Local 3895, UNIT K, COLLECTIVE BARGAINING AGREEMENT ("Agreement" or "CBA") entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the BATTLE BORN FIRE FIGHTERS ASSOCIATION, LOCAL 3895 ("BBFFA" or "Union") as the exclusive representative of Bargaining Unit K employees, together referred to as the "parties." This Agreement covers State employees in Bargaining Unit K, which is comprised of non-supervisory Firefighters. It is the intent of the parties that this Agreement governs over any applicable legislation passed during the 2025 Legislative Session regarding compensation and benefits provided to State employees unless otherwise specified in this Agreement.

ARTICLE 1: UNION RECOGNITION

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

ARTICLE 2: DEFINITIONS

"Appointing Authority" is defined in NAC 284.022.

"Appointment" is defined in NAC 284.023.

"Break in service" is defined in NAC 284.026.

"Class" is defined in NAC 284.030.

"Classification" is defined in NAC 284.036.

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

"Continuous service" is defined in NAC 284.0525.

"Demotion" is defined in NAC 284.065.

"Department" is defined in NAC 284.055.

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

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

"Domestic partner" means the employee's registered domestic partner.

"EAP" is the Employee Assistance Program.

"Emergency" means a sudden, unexpected occurrence that is declared by the Employer requiring immediate action to prevent and/or mitigate the endangerment of lives, health or property.

"Employee Handbook," refers to the most recent version of the State of Nevada Employee Handbook as created by the Department of Administration Division of Human Resources.

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

"Family member" is defined to include: Child, stepchild, or for whom the employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status. Biological, adoptive, de facto, 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.

"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 equivalent (FTE)" defined in NAC 284.065.

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

"Immediate family" means the employee's spouse, registered domestic partner, children regardless of age, parents, siblings.

"Incident Commander" means individual responsible for the overall management of an incident.

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

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

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

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

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

"Minimum qualifications" means the qualifying age, basic work experience, education, training, and/or licensure necessary to be considered for a job.

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

"Part-time employee" is defined in NAC 284.0745.

"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.

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

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

"Probationary Period" is 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 the policies of a Department or Division approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding an employee.

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

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

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

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

"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.

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

"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.

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

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

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

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

"Temporary Schedule Change" is defined as a change lasting thirty (30) Calendar days or less.

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

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

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

"Union" is a representative organization or association formed by employees with common interests or purposes. The Union for this Agreement is the Battle Born Firefighters Association (BBFFA).

"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 employee relative to the CBA.

"Union Staff Representative" is an employee of the Union.

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

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

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

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

ARTICLE 3: MANAGEMENT RIGHTS

3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.

3.1.1 The Employer retains all rights of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada constitution and State statues.

3.2 Nothing contained within this Agreement shall modify management rights.

3.3 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 4: HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments pursuant to NRS 284.205 to NRS 284.295 and NAC 284.330 to NAC 284.295.

ARTICLE 5: LAYOFF & REEMPLOYMENT

5.1 The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article 3, Management Rights.

5.2 LAYOFF & REEMPLOYMENT PROCEDURE

5.2.1 The Employer will follow the provisions of NRS 284.380 and NAC 284.612 to 284.632, et. seq., for matters related to layoffs and reemployment.

5.3 SENIORITY

5.3.1 For layoffs and reemployment, the Employer shall calculate seniority pursuant to NAC 284.632.

ARTICLE 6: SEPARATION

6.1 RESIGNATION

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

6.2 DISABILITY SEPARATION

6.2.1 Pursuant to NAC 284.611, a permanent 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.

6.3 REINSTATEMENT FROM DISABILITY SEPARATION

6.3.1 Employees who have been separated from service due to a disability may be eligible for reinstatement pursuant to NAC Chapter 284.

6.4 DISABILITY RETIREMENT

6.4.1 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 pursuant to DHRM and PERS policies and procedures.

ARTICLE 7: HOURS OF WORK

7.1 This Article outlines the general administration of hours of work.

7.2 Employees are also required to comply with Department and Division policies, Standing Orders, and Administrative Regulations, as amended, with respect to their hours of work.

7.3 WORK SCHEDULES

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

7.3.2 Work schedules may be comprised of:

7.3.2.1 Forty (40) Hour Per Week Employees which will consist of:

7.3.2.2 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.

7.3.2.3 Fifty-six (56) Hour Per Week Employees which will consist of:

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

7.3.2.5 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.

7.3.3 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s).

7.3.4 This Agreement shall not be construed to guarantee that an employee will work any number of hours per shift, or per Workweek.

7.4 MEAL BREAKS AND REST PERIODS

7.4.1 All Employees covered under this agreement are entitled to a paid meal break(s) and two (2) fifteen (15) minute rest periods during their regularly scheduled work shift, if possible.

7.4.2 When an employee is assigned to an active incident, an employee is required to take their meal break, however the Incident Commander may authorize a "work through", if applicable.

7.4.3 Employees who are attending a training which has a scheduled, unpaid meal break, will not be compensated for the time of the scheduled unpaid meal break.

7.4.4 Wildland fire assignments are considered active incidents.

7.4.5 Meal breaks taken by employees who are on active incidents will be paid in at the Incident Pay rate detailed in Article 8 of this Agreement.

7.4.6 Meal breaks which are "worked through" by employees who are on active incidents, as authorized or required by the Incident Commander, will be paid as hours worked (either standard shift or overtime) and must be reflected as hours worked on the CTR/OF-288.

7.5 EMPLOYEE REQUESTED SCHEDULE CHANGES

7.5.1 Employees may request a change in their workweek or work schedule with seven (7) days' notice for the approval of the Department or Division pursuant to any applicable Department or Division policies.

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

7.6 PERMANENT SCHEDULE CHANGES

7.6.1 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 that the 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.

7.7 TEMPORARY SCHEDULE CHANGES

7.7.1 An employee's workweek and/or work schedule may be temporarily changed with five (5) Calendar day's prior notice from the Department or Division.

7.7.2 A temporary schedule change is defined as a change lasting thirty (30) Calendar days or less.

7.7.3 Employees will receive five (5) calendar days' written notice of any Temporary Schedule Change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of Temporary Schedule Change by informing their supervisor of such acknowledgement within the five (5) calendar day notice period.

7.7.4 Employees will be chosen for Temporary Schedule Changes based on skills and abilities to perform the duties required by the Employer.

7.8 EMERGENCY SCHEDULE CHANGES

7.8.1 The Department or Division may adjust an employee's Workweek and work schedule without prior notice during an Emergency.

7.9 TIME REPORTING

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

7.10 INCIDENT ACCOMMODATIONS

7.10.1 In the interest of the health and safety of employees assigned for extended periods greater than three (3) days to emergency incidents, the Employer 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.

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

7.11 RELIEF AT INCIDENTS

7.11.1 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 Employer 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. their Department or Division.

7.12 SHIFT TRADES

7.12.1 Office of the Military

7.12.1.1 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 Fire Chief or designee for both employees.

7.12.1.2 All exchanges of time will be between employees with the same job classification

7.12.1.3 Except for emergency situations, twenty-four (24) hours' notice of exchange is required. Shift trades are approved at the discretion of the Employer.

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

ARTICLE 8: COMPENSATION

8.1 SALARY PAYMENT

8.1.1 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.

8.1.2 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.

8.1.3 Effective July 2025, the salary schedules for Bargaining Unit K will reflect a zero percent (0%) increase.

8.1.4 Effective July 2026, the salary schedules for Bargaining Unit K will reflect a zero percent (0%) increase.

8.2 SALARY ADMINISTRATION

8.2.1 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.

8.3 INCIDENT COMPENSATION

8.3.1 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.

8.3.2 Employees in Incident Pay status are required to be available to return to duty at any time.

8.3.3 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.

8.3.4 Employees are not eligible to receive Incident Pay in travel status to and from an incident site.

8.4 SALARY RATE UPON INITIAL APPOINTMENT

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

8.5 SALARY RATE UPON PROMOTION

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

8.6 SALARY RATE UPON DEMOTION

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

8.7 MERIT PAY INCREASE

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

8.8 CALLBACK PAY

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

8.9 COMPENSATORY TIME

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

8.10 DANGEROUS DUTY PAY

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

8.11 HAZARD PAY

8.11.1 NDF employees whose activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) and who are required and approved by the agency to perform work activities based on IIBMH will 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.

8.11.2 When working overtime, the Hazard Pay is calculated at twenty-five percent (25%) of the employee's regular hourly rate of base pay.

8.12 HOLIDAY PAY

8.12.1 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.

8.12.2 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.

8.12.3 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.

8.13 HOLIDAY PREMIUM PAY

8.13.1 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.

8.13.2 A Firefighter/Driver Operator and Crew Chief of the National Guard will receive holiday premium pay pursuant to NAC 284.255 to 284.258, et. Seq.

8.14 MILEAGE REIMBURSEMENT

8.14.1 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.

8.14.2 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.

8.15 OVERTIME

8.15.1 Overtime will be administered in accordance with NRS 284 and NAC 284.242-284.250.

8.16 SPECIAL ADJUSTMENTS TO PAY

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

8.17 SHIFT DIFFERENTIAL

8.17.1 Shift Differential will be administered in accordance with NAC 284.210.

8.18 STANDBY PAY

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

8.19 UNIFORMS & EQUIPMENT

8.19.1 Uniforms

8.19.1.1 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.

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

8.19.2 Equipment

8.19.2.1 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.

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

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

8.20 ANNUAL PHYSICALS

8.20.1 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.

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

8.21 CANCER SCREENING

8.21.1 The State will reimburse employees, up to three hundred dollars ($300), per fiscal year, for cancer screening.

ARTICLE 9: LEAVE

9.1 ADMINISTRATIVE LEAVE

9.1.1 Administrative Leave shall be used and administered pursuant to NAC 284.589. An employee on paid Administrative Leave is required to be available to their supervisor during their time on paid Administrative Leave.

9.2 ANNUAL LEAVE

9.2.1 Employees shall accrue Annual Leave pursuant to NRS 284.350 and NAC 284.538 to NAC 284.5415, et. seq.. Annual Leave shall be used and accrued pursuant to NRS and NAC Chapter 284 and Department and Division policies.

9.2.2 The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of four hundred and eighty hours (480).

9.2.3 Annual Leave shall be used and administered pursuant to NRS 284.350 and NAC 284.538 to NAC 284.5415, et. seq..

9.3 ANNUAL LEAVE CASH OUT

9.3.1 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.

9.3.1.1 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.

9.3.1.2 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.

9.4 BENEFITS RELATING TO DOMESTIC VIOLENCE

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

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

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

9.4.2.2 Obtain counseling or assistance; and/or,

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

9.4.2.4 Establish a safety plan.

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

9.5 BEREAVEMENT LEAVE (DEATH IN THE FAMILY)

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

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

9.6 CATASTROPHIC LEAVE

9.6.1 The use and administration of Catastrophic Leave shall be pursuant to NRS 284.362 through NRS 284.3629 and NAC 284.575 to 577, et. Seq..

9.7 CIVIL LEAVE

9.7.1 Civil Leave shall be used and administered pursuant to NRS 284.358 and NAC 284.582 to 284.587, et. seq.

9.8 HOLIDAYS

9.8.1 Holidays shall be observed, and Holiday Pay shall be administered, pursuant to NRS 236.015 and NAC Chapter 284.

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

New Year's Day - January 1
Martin Luther King, Jr.'s Birthday - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19
Independence Day - July 4
Labor Day - First Monday in September
Nevada Day Observed - Last Friday in October Veterans' Day - November 11
Thanksgiving Day - Fourth Thursday in November
Family Day - The Friday immediately following the fourth Thursday in November
Christmas Day - December 25

9.9 LEAVE WITHOUT PAY (LWOP)

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

9.10 LEAVE OF ABSENCE WITHOUT PAY

9.10.1 A leave of absence without pay may be approved pursuant to NRS 284.360 and NAC 284.578.

9.11 MILITARY LEAVE

9.11.1 Military Leave shall be used and administered pursuant to NRS 281.145 and NAC 284.5875.

9.11.2 Employees 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.

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

9.12 SICK LEAVE

9.12.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NRS 284.355 and NAC 284.542 to 284.5777, et. seq..

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

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

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

9.12.5 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.

9.12.6 Restrictions While on Sick Leave

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

9.12.8 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.

9.12.9 Sick Leave Abuse

9.12.9.1 The use of Sick Leave for purposes other than those defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse. The use of Sick Leave for purposes other than those defined in this Agreement and NAC Chapter 284 will be considered evidence of Sick Leave abuse.

9.12.9.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse. When a supervisor suspects Sick Leave abuse they will inform the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion, and the employee may be required to provide a written medical certificate for any Sick Leave absence pursuant to NAC 284.566.

9.12.9.3 Sick Leave abuse may lead to disciplinary action.

9.13 FAMILY MEDICAL LEAVE

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

9.14 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION LEAVE)

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

9.15 FLEX LEAVE

9.15.1 If Employee's standard shift exceeds Employee's scheduled worktime outlined Section 3 of Article 7, Hours of Work an Employee may submit for flex leave. Flex leave is accrued at a 1:1 rate and shall be used within the pay period accrued.

ARTICLE 10: WORK PERFORMANCE

10.1 Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position.

10.2 The Employer will evaluate employee work performance according to established work standards and performance elements derived from an employee's position description and shall include the regular and recurring duties assigned to the employee. Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position. Employee performance evaluation will be conducted pursuant to NAC 284.468 to NAC 284.480, et., seq.

10.3 COACHING & COUNSELING

10.3.1 Performance concerns will be brought to the attention of the employee as soon as practicable to give them the opportunity to receive any additional training needed and/or to correct the concern before it is mentioned in an annual performance evaluation.

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

10.3.3 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.

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

10.4 LETTERS OF INSTRUCTION

10.4.1 A Letter of Instruction is a document to provide an employee coaching or performance management tools to address the job performance and/or behavior of the employee; and provide evidence of the job performance or behavior expected of the employee; and is not part of the formal disciplinary process.

10.4.2 Letters of Instruction are non-punitive however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

10.4.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.

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

10.5 PERFORMANCE IMPROVEMENT PLAN (PIP)

10.5.1 If an employee is having performance issues, a meeting may be held between the Department or Division supervisor or management and the employee. The function of this meeting is to discuss the parameters of a PIP designed to help the employee meet identified work performance standards.

10.5.2 A copy of the PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.

10.5.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

10.6 PERFORMANCE EVALUATION REVIEW

10.6.1 In the event an employee disagrees with an annual performance evaluation, the employee 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 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 or seasonal employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.

ARTICLE 11: RECORDS MANAGEMENT

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

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

11.3 The Employer will provide access to the file(s) as soon as possible but not more than fifteen (15) working days from the date of the request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.

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

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

11.6 FILE TYPES

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

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

11.6.1.2 Payroll File – A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.

11.6.1.3 Personnel Files

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

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

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

11.6.1.4 Supervisor File

11.6.1.4.1 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).

11.6.1.4.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.

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

11.6.1.5 Training File

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

11.7 RECORD-KEEPING OF DISCIPLINARY ACTIONS

11.7.1 Letters of Instruction

11.7.1.1 A Letter of Instruction is not considered part of the progressive discipline process.

11.7.1.2 A Letter of Instruction will be considered for the purposes of promotions, transfers and evaluating whether disciplinary action is warranted for no longer than two (2) years from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction.

11.7.1.3 Letters of Instruction may be removed from the employee's file upon the employee's request after two (2) years with no similar violations.

11.7.2 Verbal Warnings

11.7.2.1 A Verbal Warning will be considered for the purposes of promotions, transfers and evaluating further disciplinary action for no longer than three (3) years from the date of issuance, unless further discipline results from similar violations.

11.7.2.2 A documented Verbal Warning may be removed from the employee's file upon the employee's request after three (3) years with no similar violations.

11.7.3 Other Disciplinary Actions

11.7.3.1 Written Reprimands, Suspensions, demotions, and any discipline related to unlawful discrimination, sexual harassment, truthfulness, improper interactions with the public, or excessive force, shall be considered for the purposes of promotions, transfers and evaluating further disciplinary action regardless of when they occurred, and as long as the employee is employed by the State.

11.8 CONFIDENTIALITY & PUBLIC RECORDS

11.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal or State law.

11.8.2 DHRM maintains a roster of the State's employees. The roster the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

ARTICLE 12: DISCIPLINE

12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline an employee without just cause, as defined in this Agreement.

12.2 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

12.3 A Probationary Employee that has not achieved "permanent status," as defined in NAC 284.078, may be rejected and dismissed from State service for any lawful reason during their Probationary Period.

12.3.1 Probationary Employee's rejection during their Probationary Period is not considered discipline under this Agreement.

12.3.2 A Probationary Employee that is rejected during their Probationary Period has no appeal rights or the right to file a grievance under this Agreement or NAC Chapter 284.

12.4 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for egregious or criminal acts, or conduct that creates public safety or employee safety concerns.

12.1 PROGRESSIVE DISCIPLINE

12.1.1 Progressive disciplinary actions against any employee, in order of severity will consist of:

12.1.1.1 Documented Verbal Warning;

12.1.1.2 Written Reprimand Suspension;

12.1.1.3 Without Pay;

12.1.1.4 Demotion, and;

12.1.1.5 Dismissal (Termination) from State service

12.1.2 The Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, multiple Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.

12.2 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

12.2.1 The Employer may discipline an employee for reasons related to their performance.

12.2.2 Disciplinary action for performance related reasons may be imposed subsequent to repeated and documented failure on the part of the employee to improve within a reasonable period of being made aware of specific deficiencies.

12.3 INVESTIGATIONS

12.3.1 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, shall conduct internal administrative investigations pursuant to, and provide any notices to the employee required by, NAC Chapter 284.

12.3.2 Internal administrative investigations are subject to the timelines in NAC Chapter 284.

12.3.3 An Appointing Authority may request an extension to complete an internal administrative investigation pursuant to NAC Chapter 284.

12.4 PRE-DISCIPLINARY REVIEW

12.4.1 If, following an investigation, an Appointing Authority, or designee, proposes that an employee receive a suspension, demotion, or a dismissal from service, the employee may request a Pre-Disciplinary Hearing pursuant to NRS 289.020 within three (3) working days.

12.4.1.1 A Pre-Disciplinary Hearing is an informal proceeding between the Appointing Authority, or their designee, and the employee and their representative, who meet together to discuss the proposed disciplinary action. Witnesses are not allowed to attend.

12.4.1.2 The Pre-Disciplinary Hearing must be conducted within ten (10) calendar days after the HR-41 is delivered.

12.4.1.3 A Pre-Disciplinary Review is not required for a Probationary Employee that fails their Probationary Period.

12.5 CONFIDENTIALITY

12.5.1 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.

12.6 OFF-DUTY CONDUCT

12.6.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental 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.

12.6.2 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 security or background clearance, they will report such to their immediate supervisor within twenty-four (24) hours.

ARTICLE 13: GRIEVANCE PROCEDURE

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

13.2 A Probationary Employee that is rejected during their Probationary Period has no appeal rights or the right to file a grievance under this Agreement or NAC Chapter 284.

13.3 "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,

13.3.1 compensation,

13.3.2 working hours,

13.3.3 working conditions,

13.3.4 membership in the Union,

13.3.5 the administration and interpretation of this Agreement,

13.3.6 the inconsistent application of any law, rule, regulation, policy or procedure relating to the employee's employment,

13.3.7 the imposition of certain forms of discipline outlined in Article 12, Discipline.

13.4 The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

13.4.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 19, Unlawful Discrimination.

13.4.2 A change in classification or the allocation of positions (NRS 284.165).

13.4.3 Refusal to examine or certify an applicant for an open position for the grounds specified in NRS 284.240 (NRS 284.245).

13.4.4 A denial of Catastrophic Leave (NRS 284.3629).

13.4.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

13.5 FILING & PROCESSING A GRIEVANCE

13.5.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below. If the employee does not have access to the Employer's electronic grievance reporting system, a grievance may be filed in writing to the Labor Relations Unit.

13.5.2 An employee who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or dismissal through the grievance procedure provided in this Article or the procedure prescribed by NRS 284.390.

13.5.3 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:

13.5.3.1 The grievance procedure provided in this Article; or

13.5.3.2 The procedure prescribed by NRS 288.115.

13.5.4 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 filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.

13.5.5 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.

13.5.6 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4

13.5.7 Contents of Grievance & Recipients of Grievance

13.5.7.1 The written grievance must include all of the information required by the Employer's electronic grievance reporting system:

13.5.8 Consolidation of Grievances

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

13.6 INFORMAL RESOLUTION OF A GRIEVANCE

13.6.1 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.

13.6.2 Mediation

13.6.2.1 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 parties, to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

13.7 WITHDRAWAL OF A GRIEVANCE

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

13.8 GRIEVANCE LEVELS

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

13.8.2 Step 1 - Supervisor

13.8.2.1 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 will meet 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.

13.8.3 Step 2 - Division Administrator or Manager, or Designee.

13.8.3.1 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.

13.8.4 Step 3 - Department Director, or Designee

13.8.4.1 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 Director, or designee, with a courtesy copy to the DHRM LRU, within fifteen (15) calendar days of the Step 2 response.

13.8.4.2 The Department Director, 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.

13.8.5 Step 4 – Arbitration

13.8.5.1 If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step, they may file a demand for arbitration with the Federal Mediation & Conciliation Service (FMCS) or American Arbitration Association (AAA), with a copy to the grievant's Department or Division and the DHRM LRU, within fifteen (15) calendar days of the receipt of the Step 3 decision.

13.8.5.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

13.8.5.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

13.9 Once a demand for arbitration is filed and the FMCS or AAA 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.

13.10 The parties agree that any arbitration proceedings will be conducted in accordance with the FMCS or AAA 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.

13.11 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.

13.12 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 that it is related to their job function or involves matters that they have witnessed and is relevant to the arbitration case.

13.13 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.

13.14 The jurisdiction and authority of the arbitrator, opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the Employer. The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement, or establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement.

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

13.16 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of a court reporter and the Arbitrator's transcript, if any, shall be borne equally by the parties, except as in article 5.1.4(C) Grievance Procedure. 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.

13.17 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.

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

13.19 An employee will be allowed reasonable time, as determined by the Department, to travel to and from the any mediation or arbitration schedule pursuant to this Article above. Time spent traveling during the employee's nonwork hours to attend meetings referenced above may, at the Department'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.

13.20 SUCCESSOR CLAUSE

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

13.21 FAILURE TO MEET TIMELINES

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

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

13.21.3 Timelines may be extended by mutual agreement of the parties.

13.22 MISCELLANEOUS

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

13.22.2 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances.

13.22.3 The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

ARTICLE 14: UNION RIGHTS

14.1 RIGHT TO UNION MEMBERSHIP

14.1.1 Employees have the right to become a member of the Union.

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

14.2 RIGHT TO UNION REPRESENTATION

14.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.

14.2.2 The right to Union representation does not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

14.3 ACCESS FOR UNION REPRESENTATIVES

14.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.

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

14.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

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

14.3.5 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

14.4 BULLETIN BOARDS

14.4.1 The Employer will provide space on bulletin boards for Union communication.

14.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.

14.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.

14.4.4 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.

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

14.4.6 Union communications will not be posted in any other location on Department or Division premises.

14.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work and during meal breaks and rest periods.

14.5 USE OF STATE FACILITIES & EQUIPMENT

14.5.1 Meeting Space & Facilities

14.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and prior written authorization of the Employer.

14.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

14.5.2 Supplies & Equipment

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

14.5.3 Email, Fax Machines, the Internet, & Intranets

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

14.5.3.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

14.5.3.2.1 Result in little or no cost to the Employer;

14.5.3.2.2 Be brief in duration and seldom in frequency;

14.5.3.2.3 Not interfere with the performance of their official duties; Not distract from the conducting of State business;

14.5.3.2.4 Not disrupt other State employees;

14.5.3.2.5 Not obligate receiving employees to make a personal use of State resources;

14.5.3.2.6 Not compromise the security or integrity of State information or software, and;

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

14.5.4 The Union and its Stewards will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Commission or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

14.6 UNION STEWARDS

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

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

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

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

14.7 TIME AWAY FROM WORK FOR UNION ACTIVITIES

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

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

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

14.7.4 Effective July 1, 2025, the Union will have an aggregate pool of four hundred (400) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

14.8 UNION LEAVE

14.8.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.

14.8.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.

14.8.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.

14.8.4 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.

14.8.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining.

14.8.6 Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.

14.9 INDEMNIFICATION

14.9.1 The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to any Union activity that is not a representational duty.

ARTICLE 15: UNION DUES

15.1 NOTIFICATION TO EMPLOYEES

15.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish 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.

15.2 UNION DUES- DUES DEDUCTION

15.2.1 Deduction of Union Dues is strictly a voluntary deduction.

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

15.2.1.2 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.

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

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

15.2.2 If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within thirty (30) calendar days.

15.3 STATUS REPORTS

15.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information for dues paying members:

15.3.1.1 Employee name.

15.3.1.2 Employee job title.

15.3.1.3 Department and Division. Official duty station or work site.

15.3.1.4 Work phone number.

15.3.1.5 Work email address.

15.3.1.6 Date of hire.

15.3.1.7 Pay grade.

15.3.1.8 Pay step.

15.3.1.9 Seniority date.

15.3.1.10 Separation date.

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

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

15.4 REVOCATION

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

15.5 INDEMNIFICATION

15.5.1 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 all issues related to the deduction of Union dues or fees.

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

ARTICLE 16: TRAINING & PROFESSIONAL DEVELOPMENT

16.1 GENERAL PROVISIONS

16.1.1 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.

16.2 SPECIALIZED MANDATORY TRAINING

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

16.2.2 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.

16.2.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 17, Safety & Health.

16.2.4 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action, up to and including dismissal.

16.3 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

16.3.1 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.

16.3.2 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.

16.3.3 Attendance at continuing education courses are considered work time in accordance with Article 8, Compensation. Departments or Divisions will work with an employee where possible to allow for a flexible scheduled for attendance at approved continuing education courses.

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

16.4 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

16.4.1 An 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.

16.4.2 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.

16.4.3 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.

16.5 PROFESSIONAL ASSOCIATION DUES

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

16.6 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

16.6.1 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.

16.6.2 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.

16.6.3 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.

16.6.4 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.

16.7 TUITION REIMBURSEMENT

16.7.1 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.

16.7.2 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.

16.7.2.1 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 17: SAFETY & HEALTH

17.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that are causing or are likely to cause harm to its employees.

17.2 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.

17.3 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.

17.4 A Department or Division may direct employees to use leave in accordance with Article 9, Leave, Section 11 Sick Leave, when employees self-report a contagious health condition.

17.5 A Department or Division may direct employees to use leave in accordance with Article 9, Leave, Section 1, Administrative Leave or Section 13 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.

17.6 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

17.7 PERSONAL PROTECTIVE EQUIPMENT

17.7.1 The Employer and the Department or Division will determine and provide required safety devices, personal protective equipment ("PPE"). The Employer and Department or Division will provide necessary replacements to 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.

17.7.2 The Employer will provide employees with orientation and 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.

17.7.3 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

17.8 SAFETY COMMITTEES

17.8.1 The Union will work cooperatively with the Employer on safety and health- related matters and will encourage employees to work in a safe manner.

17.8.2 Safety Committees may be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).

17.8.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division Director, or their designee, for review and action, as necessary.

17.9 PHYSICAL STANDARDS – FIREFIGHTERS

17.9.1 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.

17.9.2 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 8, Section 20, Annual Physicals.

17.10 WORKPLACE VIOLENCE

17.10.1 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee. Any report of a direct or indirect threat and/or actual violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken, if warranted.

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

17.11 EMPLOYEE ASSISTANCE PROGRAM (EAP)

17.11.1 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.

17.12 CRITICAL INCIDENT STRESS DEBRIEFING

17.12.1 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.

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

17.13 NORTHERN NEVADA PEER SUPPORT NETWORK (NNPSN)

17.13.1 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.

ARTICLE 18: REASONABLE ACCOMMODATION

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

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

ARTICLE 19: UNLAWFUL DISCRIMINATION

19.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

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

19.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

19.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal, State laws, regulations or executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender- Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

19.2.2 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 20: WORKPLACE ENVIRONMENT

20.1 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.

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

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

20.4 APPEARANCE

20.4.1 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.

20.5 SECONDARY EMPLOYMENT

20.5.1 Secondary Employment will be administered in accordance with the Nevada State Administrative Manual 0323.

20.5.2 An employee with secondary employment must complete a Secondary Employment Disclosure form and submit it for approval by the Director or designee. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within thirty (30) days of acceptance and must renew the disclosure by July 1st of each year. The Director or designee must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file. Secondary employment includes but is not limited to contracts with the State, work with temporary employment agencies and provider agreements.

20.6 PERSONAL ELECTRONIC DEVICES

20.6.1 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.

20.6.2 Contact from the Employer for administrative purposes including but not limited to the purposes of scheduling, Overtime, or the need to use sick leave are not considered conducting State business.

ARTICLE 21: LABOR MANAGEMENT COMMITTEES

21.1 PURPOSE

21.1.1 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 Labor-Management Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

21.2 DEPARTMENT OR DIVISION-LEVEL COMMITTEES

21.2.1 Department or Division-level Labor-Management Committees may be established to discuss and exchange Department or Division-specific information of a group nature and general interest to both parties.

21.3 AD HOC COMMITTEES

21.3.1 Committees to address specific issues may be established by mutual agreement at a Department or Division level Committee.

21.3.2 Ad hoc Department or Division-level Committees may only be established by mutual agreement at a Department or Division-level Committee meeting and mutually agreed upon by the parties.

21.4 SAFETY COMMITTEES

21.4.1 The Employer and the Union may establish Joint Safety Committees according to this Article and Article 17, Safety & Health.

21.5 SCOPE OF AUTHORITY FOR COMMITTEES

21.5.1 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.

21.5.2 The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination, if necessary.

21.5.3 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 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,

22.1.1.1.1 An abuse of authority; or,

22.1.1.1.2 Of substantial and specific danger to the public health or safety; or,

22.1.1.1.3 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: POLITICAL ACTIVITY

23.1 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.

23.2 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 24: STRIKES

24.1 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 25: ENTIRE AGREEMENT

25.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

25.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

25.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

ARTICLE 26: SAVINGS CLAUSE

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

ARTICLE 27: INDEMNIFICATION

27.1 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 28: APPROPRIATIONS

28.1 The Parties recognize that certain provision of the Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved.

28.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.

28.3 The Parties recognize this Agreement governs over all applicable legislation approved during the 2025 Legislative Session regarding compensation and benefits unless otherwise specified in the Agreement.

ARTICLE 29: TERM OF AGREEMENT

29.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.

29.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS Chapter 288.

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:	For the Union :
BACHERA WASHINGTON Chief Negotiator	Chief Negotiator
TIFFANY GREENAMEYER Clerk of the Board of Examiners	
APPROVED AS TO FORM JOSH REID Special Counsel – Labor Relations	APPROVED AS TO FORM –

APPENDIX A:

Firefighters (sorted by title code)			
Title Code	**Job/Position Title**	**BU**	**GRADE**
01.817	Conservation Crew Supervisor III	K	33
01.819	Firefighter II	K	31
01.820	Conservation Crew Supervisor II	K	31
01.825	Conservation Crew Supervisor I	K	29
01.828	Seasonal Firefighter III	K	28
01.829	Seasonal Firefighter II	K	27
01.831	Seasonal Firefighter I	K	26
01.852	Firefighter I	K	28
11.703	Crew Chief-Air Nat'l Guard	K	34
11.705	Firefighter/Driver Operator-Air Nat'l Guard	K	32

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

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 Fire Fighters Association, Local 3895 for the 2025-2027 biennium for Bargaining Unit O, comprised of Supervisory Firefighters. The estimated fiscal impact of the CBA for the biennium is $65,100.

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. Battle Born Fire Fighters Association was certified the exclusive representative for the state employees in Bargaining Unit O and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

SUBJECT: Consideration and Approval of the Battle Born Fire Fighters Association (BBFFA), Unit O - Supervisory, Collective Bargaining Agreement for 2025-2027

DATE: May 14, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Battle Born Fire Fighters Association (BBFFA), Unit O - Supervisory, began negotiations for a new collective bargaining agreement (CBA) in September 2024.

The State of Nevada and BBFFA bargained and came to an agreement on all articles.

Request in Front of the Board

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

Implementation of the CBA

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

Fiscal information with the creation of BBFFA, Bargaining Unit O

- BBFFA agreed to no Cost-of-Living Adjustment (COLA) for the term of this contract.

- An Assistant Fire Chief of the National Guard will receive holiday premium pay pursuant to NAC 284.255 TO 284.258, et. seq..
- The State will reimburse employees, up to three hundred ($300) dollars per fiscal year, for cancer screening.
- Union Leave – The Union will have an aggregate pool of two hundred and fifty (250) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

Thank you for your consideration.

Attachments: BBFFA, Unit O –Collective Bargaining Agreement

BBFFA, Unit O - Ratification Certification
BBFFA, Unit O - 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit O - Firefighter Supervisors
with **Battle Born Fire Fighters Association (BBFFA)**

In Governor's Recommended budget:	FY26	FY27
FTE	31.00	31.00
PCNs	31	31

Key points in this agreement:

	Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
• An Assistant Fire Chief of the National Guard will receive holiday premium pay pursuant to NAC 284.255 TO 284.258, et. seq..	$ -	$ -	The impact cannot reliably be determined, as it is variable and dependent upon holiday hours worked.
• NDF employees whose work activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) and who is required and approved by the Agency to perform work activity based on IIBMH will qualify for 25% of their regular hourly rate of pay for all hours worked during any calendar day when performing the qualifying activity/activities.	$ -	$ -	The impact cannot reliably be determined, as it is variable and dependent upon incidents, duties, and hours worked.
• Employees will be reimbursed up to $300 per fiscal year for cancer screening.	$ 9,300	$ 9,300	Calculated at $300 per employee, per year
• Union Leave pool of 250 hours per year.	$ 23,186	$ 23,314	Estimated at average pay x 250 hours, assuming shift coverage at overtime rate of 1.5 x pay.
Total estimated fiscal impact:	**$ 32,486**	**$ 32,614**	
	Biennium Total:	**$ 65,100**	

Outlook

Re: BBFFA Contracts for review and signature

From Eric Roussel <eroussel@forestry.nv.gov>
Date Tue 5/13/2025 1:41 PM
To Matthew Lee <Matt.Lee@admin.nv.gov>; PRESIDENT BBFFA <bbffapresident@gmail.com>; bbffatreasurer@gmail.com <bbffatreasurer@gmail.com>
Cc Bachera Washington <bachera@admin.nv.gov>

Good afternoon,
The BBFFA has ratified both unit O and K. As of 5/13/25.

Get Outlook for iOS

From: Matthew Lee <Matt.Lee@admin.nv.gov>
Sent: Monday, May 12, 2025 7:44:51 PM
To: Eric Roussel <eroussel@forestry.nv.gov>; PRESIDENT BBFFA <bbffapresident@gmail.com>; bbffatreasurer@gmail.com <bbffatreasurer@gmail.com>
Cc: Bachera Washington <bachera@admin.nv.gov>
Subject: BBFFA Contracts for review and signature

Good Evening,

The State has completed the contract for Bargaining Units O and K. Kindly compare and assess the language for precision. It is essential that the final page is signed and returned to us by 2:00 PM PST tomorrow, to allow sufficient time for its inclusion in the Special Board of Examiners meeting.

If you have any questions, please let me know.

Respectfully,

Matthew R. Lee
Supervisory Human Resource Analyst
Division of Human Resource Management
Department of Administration
P: 775-684-0127

State of Nevada

&

Battle Born Fire Fighters Association (BBFFA), Local 3895

Unit O Supervisory

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this BATTLE BORN FIRE FIGHTERS ASSOCIATION, Local 3895, UNIT O, COLLECTIVE BARGAINING AGREEMENT ("Agreement" or "CBA") entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the BATTLE BORN FIRE FIGHTERS ASSOCIATION, LOCAL 3895 ("BBFFA" or "Union") as the exclusive representative of Bargaining Unit O employees, together referred to as the "parties." This Agreement covers State employees in Bargaining Unit O, which is comprised of Supervisory Firefighters. It is the intent of the parties that this Agreement governs over any applicable legislation passed during the 2025 Legislative Session regarding compensation and benefits provided to State employees unless otherwise specified in this Agreement.

ARTICLE 1. UNION RECOGNITION

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

ARTICLE 2. DEFINITIONS

"Appointing Authority" is defined in NAC 284.022.

"Appointment" is defined in NAC 284.023.

"Break in service" is defined in NAC 284.026.

"Class" is defined in NAC 284.030.

"Classification" is defined in NAC 284.036.

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

"Continuous service" is defined in NAC 284.0525.

"Demotion" is defined in NAC 284.065.

"Department" is defined in NAC 284.055.

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

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

"Domestic partner" means the employee's registered domestic partner.

"EAP" is the Employee Assistance Program.

"Emergency" means a sudden, unexpected occurrence that is declared by the Employer requiring immediate action to prevent and/or mitigate the endangerment of lives, health or property.

"Employee Handbook," refers to the most recent version of the State of Nevada Employee Handbook as created by the Department of Administration Division of Human Resources.

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

"Family member" is defined to include: Child, stepchild, or for whom the employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status.

Biological, adoptive, de facto, 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.

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

"Minimum qualifications" means the qualifying age, basic work experience, education, training,

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

"Part-time employee" is defined in NAC 284.0745.

"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.

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

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

"Probationary Period" is 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 the policies of a Department or Division approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding an employee.

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

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

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

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

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

"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.

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

"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.

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

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

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

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

"Temporary Schedule Change" is defined as a change lasting thirty (30) Calendar days or less.

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

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

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

"Union" is a representative organization or association formed by employees with common interests or purposes. The Union for this Agreement is the Battle Born Firefighters Association (BBFFA).

"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 employee relative to the CBA.

"Union Staff Representative" is an employee of the Union.

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

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

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

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

ARTICLE 3. MANAGEMENT RIGHTS

3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.

3.2 The Employer retains all right of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada constitution and State statues.

3.3 Nothing contained within this Agreement shall modify management rights.

3.4 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 4. HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments pursuant to NRS 284.205 to NRS 284.295 and NAC 284.330 to NAC 284.295

ARTICLE 5. LAYOFF & REEMPLOYMENT

5.1 The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article 3 Management Rights.

5.2 LAYOFF & REEMPLOYMENT PROCEDURE

5.2.1 The Employer will follow the provisions of NRS 284.380 and NAC 284.612 to 284.632, et. seq., for matters related to layoffs and reemployment.

5.3 SENIORITY

5.3.1 For layoffs and reemployment, the Employer shall calculate seniority pursuant to NAC 284.632.

ARTICLE 6. SEPARATION

6.1 RESIGNATION

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

6.2 DISABILITY SEPARATION

6.2.1 Pursuant to NAC 284.611, a permanent 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.

6.3 REINSTATEMENT FROM DISABILITY SEPARATION

6.3.1 Employees who have been separated from service due to a disability may be eligible for reinstatement pursuant to NAC Chapter 284.386.

6.4 DISABILITY RETIREMENT

6.4.1 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 pursuant to DHRM and PERS policies and procedures.

ARTICLE 7. HOURS OF WORK

7.1 This Article outlines the general administration of hours of work.

7.2 Employees are also required to comply with the Department and Division policies, Standing Orders and Administrative Regulations, as amended, with respect to their hours of work.

7.3 WORK SCHEDULES

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

7.3.2 Work schedules may be comprised of:

7.3.2.1 Forty (40) Hour Per Week Employees which will consist of:

7.3.2.2 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) hours per workweek.

7.3.2.3 Fifty-six (56) Hour Per Week Employees which will consist of:

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

7.3.2.5 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.

7.3.3 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s).

7.3.4 This Agreement shall not be construed to guarantee that an employee will work any number of hours per shift, or per Workweek.

7.4 MEAL BREAKS AND REST PERIODS

7.4.1 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.

7.4.2 When an employee is assigned to an active incident, an employee is required to take their meal break, however the Incident Commander may authorize a "work through", if applicable.

7.4.3 Employees who are attending a training which has a scheduled, unpaid meal break, will not be compensated for the time of the scheduled unpaid meal break.

7.4.4 Wildland fire assignments are considered active incidents.

7.4.5 Meal breaks taken by employees who are on active incidents will be paid in at the Incident Pay rate detailed in Article 7 of this Agreement.

7.4.6 Meal breaks which are "worked through" by employees who are on active incidents, as authorized or required by the Incident Commander, will be paid as hours worked (either standard shift or overtime) and must be reflected as hours worked on the CTR/OF-288.

7.5 EMPLOYEE REQUESTED SCHEDULE CHANGES

7.5.1 Employees may request a change in their workweek or work schedule with seven (7) days' notice for the approval of the Department or Division pursuant to any applicable Department or Division policies.

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

7.6 PERMANENT SCHEDULE CHANGES

7.6.1 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 that the 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.

7.7 TEMPORARY SCHEDULE CHANGES

7.7.1 An employee's workweek and/or work schedule may be temporarily changed with five (5) calendar days' prior notice from the Department or Division.

7.7.2 A temporary schedule change is defined as a change lasting thirty (30) Calendar days or less.

7.7.3 Employees will receive five (5) calendar days' written notice of any Temporary Schedule Change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of Temporary Schedule Change by informing their supervisor of such acknowledgement within the five (5) calendar day notice period.

7.7.4 Employees will be chosen for Temporary Schedule Changes based on skills and abilities to perform the duties required by the Employer.

7.8 EMERGENCY SCHEDULE CHANGES

7.8.1 The Department or Division may adjust an employee's Workweek and work schedule without prior notice during an Emergency.

7.9 TIME REPORTING

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

7.10 INCIDENT ACCOMMODATIONS

7.10.1 In the interest of the health and safety of employees assigned for extended periods greater than three (3) days to emergency incidents, the Employer 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.

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

7.11 RELIEF AT INCIDENTS

7.11.1 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 Employer 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 their Department or Division.

7.12 SHIFT TRADES

7.12.1 Office of the Military

7.12.2 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 Fire Chief or designee for both employees classification.

7.12.3 All exchanges of time will be between employees with the same job

7.12.4 Except for emergency situations, twenty-four (24) hours' notice of exchange is required. Shift trades are approved at the discretion of the Employer.

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

ARTICLE 8. COMPENSATION

8.1 SALARY PAYMENT

8.1.1 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.

8.1.2 Appendix A, 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.

8.1.3 Effective July 2025, the salary schedules for Bargaining Unit O will reflect a zero percent (0%) increase.

8.1.4 Effective July 2026, the salary schedules for Bargaining Unit O will reflect a zero percent (0%) increase.

8.2 SALARY ADMINISTRATION

8.2.1 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.

8.3 INCIDENT COMPENSATION

8.3.1 NDF employees covered under this agreement may be entitled to Incident Pay for the hours not worked while assigned to an incident when required to remain at an incident by the Agency.

8.3.2 Pay is equivalent to ten percent (10%) of the employees' base rate-of-pay.

8.3.3 Employees in Incident Pay status are required to be available to return to duty at any time.

8.3.4 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.

8.3.5 Employees are not eligible to receive Incident Pay in travel status to and from an incident site.

8.4 SALARY RATE UPON INITIAL APPOINTMENT

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

8.5 SALARY RATE UPON PROMOTION

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

8.6 SALARY RATE UPON DEMOTION

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

8.7 MERIT PAY INCREASE

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

8.8 CALLBACK PAY

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

8.9 COMPENSATION TIME

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

8.10 DANGEROUS DUTY PAY

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

8.11 HAZARD PAY

8.11.1 NDF employees whose work activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) and who is required and approved by the Agency to perform work activity based on IIBMH will 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.

8.11.2 When working overtime, the Hazard Pay is calculated at twenty-five percent (25%) of the employee's regular hourly rate of base pay.

8.12 HOLIDAY PAY

8.12.1 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.

8.12.2 A full-time employee who is an Assistant Fire Chief 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 an Assistant Fire Chief assigned to a 24-hour shift would be eleven (11) hours and twelve (12) minutes, and they do not work on the holiday.

8.12.3 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.

8.13 HOLIDAY PREMIUM PAY

8.13.1 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.

8.13.2 An Assistant Fire Chief of the National Guard, will receive holiday premium pay Pursuant to NAC 284.255 to 284.258, et. Seq.

8.14 MILAGE REIMBURSEMENT

8.14.1 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.

8.14.2 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.

8.15 OVERTIME

8.15.1 Overtime will be administered in accordance with NRS 284 and NAC 284.242-284.250.

8.16 SPECIAL ADJUSTMENTS TO PAY

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

8.17 SHIFT DIFFERENTIAL

8.17.1 Shift Differential will be administered in accordance with NAC 284.210.

8.18 STANDBY PAY

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

8.19 UNIFORMS & EQUIPMENT

8.19.1 Uniforms

8.19.1.1 The Employer will determine and provide the uniform items

8.19.1.2 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.

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

8.19.2 Equipment

8.19.2.1.1 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.

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

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

8.20 ANNUAL PHYSICALS

8.20.1 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.

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

8.20.3 Cancer Screening

8.20.3.1 The State will reimburse employees, up to three hundred dollars ($300), per fiscal year, for cancer screening.

ARTICLE 9. LEAVE

9.1 ADMINISTRATIVE LEAVE

9.1.1 Administrative Leave shall be used and administered pursuant to NAC 284.589. An employee on paid Administrative Leave is required to be available to their supervisor during their time on paid Administrative Leave.

9.2 ANNUAL LEAVE

9.2.1 Employees shall accrue Annual Leave pursuant to NAC 284.538 to NAC 284.5415, et. seq.. Annual Leave shall be used and accrued pursuant to NAC Chapter 284 and Department and Division policies.

9.2.2 The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of two hundred forty (240) Annual Leave shall be used and administered pursuant to NAC 284.538 to NAC 284.5415, et. seq..

9.3 BENEFITS RELATING TO DOMESTIC VIOLENCE

9.3.1 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 household member is a victim of domestic violence. The time away from work will begin on the date of the act of domestic violence. An employee may request the use of Compensatory Time, Annual Leave, Sick Leave, or LWOP during the one hundred sixty (160) hours of time away from work.

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

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

9.3.4 Obtain counseling or assistance; and/or,

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

9.3.6 Establish a safety plan.

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

9.4 BEREAVEMENT LEAVE (DEATH IN THE FAMILY)

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

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

9.5 CATASTROPHIC LEAVE

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

9.6 CIVIL LEAVE

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

9.7 HOLIDAYS

9.7.1 Holidays shall be observed, and Holiday Pay shall be administered, pursuant to NAC Chapter 284.

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

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Nevada Day Observed - Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

9.8 LEAVE WITHOUT PAY (LWOP)

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

9.9 LEAVE OF ABSENCE WITHOUT PAY

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

9.10 MILITARY LEAVE

9.10.1 Military Leave shall be used and administered pursuant to NAC 284.5875.

9.10.2 Employees who have taken leave under this Article, 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.

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

9.11 SICK LEAVE

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

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

9.11.3 Employees may be required to provide a medical certification pursuant to NAC

9.11.4 284.566. If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be placed on AWOL status and may be subject to disciplinary action.

9.11.5 Sick Leave Call-in for Employees in a Position Requiring Relief.

9.11.6 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.

9.11.7 Restrictions While on Sick Leave

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

9.11.7.2 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.

9.11.8 Sick Leave Abuse

9.11.8.1 The use of Sick Leave for purposes other than those defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse. The use of Sick Leave for purposes other than those defined in this Agreement and NAC Chapter 284 will be considered evidence of Sick Leave abuse.

9.11.8.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse. When a supervisor suspects Sick Leave abuse they will inform the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion, and the employee may be required to provide a written medical certificate for any Sick Leave absence pursuant to NAC 284.566.

9.11.8.3 Sick Leave abuse may lead to disciplinary action.

9.12 FAMILY MEDICAL LEAVE

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

9.13 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION LEAVE)

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

9.14 FLEX LEAVE

9.14.1 If Employee's standard shift exceeds Employee's scheduled worktime outlined section 3.2 of ARTICLES Hours of Work an Employee may submit for flex leave. Flex leave is accrued at a 1:1 rate and shall be used within the pay period accrued.

ARTICLE 10. WORK PERFORMANCE

10.1 Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position.

10.2 The Employer will evaluate employee work performance according to established work standards and performance elements derived from an employee's position description and shall include the regular and recurring duties assigned to the employee. Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position. Employee performance evaluation will be conducted pursuant to NAC 284.468 to NAC 284.480, et., seq.

10.3 COACHING & COUNSELING

10.3.1 Performance concerns will be brought to the attention of the employee as soon as practicable to give them the opportunity to receive any additional training and/or to correct the concern before it is mentioned in an annual performance evaluation.

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

10.3.3 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.

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

10.4 LETTERS OF INSTRUCTION

10.4.1 A Letter of Instruction is a document to provide an employee coaching or performance management tools to address the job performance and/or behavior of the employee; and provide evidence of the job performance or behavior expected of the employee; and is not part of the formal disciplinary process.

10.4.2 Letters of Instruction are non-punitive however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

10.4.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.

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

10.5 PERFORMANCE IMPROVEMENT PLAN (PIP)

10.5.1 If an employee is having performance issues, a meeting may be held between the Department or Division supervisor or management and the employee. The function of this meeting is to discuss the parameters of a PIP designed to help the employee meet identified work performance standards.

10.5.2 A copy of the PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.

10.5.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

10.6 PERFORMANCE EVALUATION REVIEW

10.6.1 In the event an employee disagrees with an annual performance evaluation, the employee 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 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) business after receiving the recommendation. A permanent or seasonal employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.

ARTICLE 11. RECORDS MANAGEMENT

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

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

11.3 The Employer will provide access to the file(s) as soon as possible but not more than fifteen (15) business days from the date of the request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.

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

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

11.6 FILE TYPES

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

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

11.6.1.2 Payroll File – A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.

11.6.1.3 Personnel Files

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

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

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

11.6.1.4 Supervisor File

11.6.1.4.1 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).

11.6.1.4.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.

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

11.6.1.5 Training File

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

11.7 RECORD-KEEPING OF DISCIPLINARY ACTIONS

11.7.1 Letters of Instruction

11.7.1.1 A Letter of Instruction is not considered part of the progressive discipline process.

11.7.1.2 A Letter of Instruction will be considered for the purposes of promotions, transfers and evaluating whether disciplinary action is warranted for no longer than two (2) years from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction.

11.7.1.3 Letters of Instruction may be removed from the employee's file upon the employee's request after two (2) years with no similar violations.

11.7.2 Verbal Warnings

11.7.2.1 A Verbal Warning will be considered for the purposes of promotions, transfers and evaluating further disciplinary action for no longer than three (3) years from the date of issuance, unless further discipline results from similar violations.

11.7.2.2 A documented Verbal Warning may be removed from the employee's file upon the employee's request after three (3) years with no similar violations.

11.7.3 Other Disciplinary Actions

11.7.3.1 Written Reprimands, Suspensions, demotions, and any discipline related to unlawful discrimination, sexual harassment, truthfulness, improper interactions with the public, or excessive force, shall be considered for the purposes of promotions, transfers and evaluating further disciplinary action regardless of when they occurred, and as long as the employee is employed by the State.

11.8 CONFIDENTIALITY & PUBLIC RECORDS

11.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal or State law.

11.8.2 DHRM maintains a roster of the State's employees. The roster the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

ARTICLE 12. DISCIPLINE

12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline an employee without just cause, as defined in this Agreement.

12.2 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

12.3 A Probationary Employee that has not achieved "permanent status," as defined in NAC 284.078, may be rejected and dismissed from State service for any lawful reason during their Probationary Period.

12.3.1 A Probationary Employee's rejection during their Probationary Period is not considered discipline under this Agreement.

12.3.2 A Probationary Employee that is rejected during their Probationary Period has no appeal rights or the right to file a grievance under this Agreement or NAC Chapter 284.

12.4 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for egregious or criminal acts, or conduct that creates public safety or employee safety concerns.

12.5 PROGRESSIVE DISCIPLINE

12.5.1 Progressive disciplinary actions against any employee, in order of severity will consist of:

12.5.2 Documented Verbal Warning; Written Reprimand; Suspension Without Pay; Demotion, and; Dismissal (Termination) from State service

12.5.3 The Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, multiple Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action LAST CHANCE AGREEMENT (LCA).

12.5.4 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.

12.5.5 In the event an employee continues to have documented disciplinary issues after being subject to corrective action and progressive discipline, the Appointing Authority, or his or her designee, may at their sole discretion, elect to enter into an LCA for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.

12.5.6 An LCA shall specifically identify any and all action or conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.

12.5.7 A copy of the employee acknowledged LCA will be provided to the employee and will be filed in the Supervisor File, the employee's Department or Division Personnel File, and will be forwarded to the appropriate Central Records Unit.

12.5.8 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themself of Article 13 Grievance Procedure, beginning at Step 4 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

12.6 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

12.6.1 The Employer may discipline an employee for reasons related to their performance.

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

12.7 INVESTIGATIONS

12.7.1 The 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, shall conduct internal administrative investigations pursuant to, and provide any notices to the employee required by, NAC Chapter 284.

12.7.2 Internal administrative investigations are subject to the timelines in NAC Chapter 284.

12.7.3 An Appointing Authority may request an extension to complete an internal administrative investigation pursuant to NAC Chapter 284.

12.8 PRE-DISCIPLINARY REVIEW

12.8.1 If, following an investigation, an Appointing Authority, or designee, proposes that an employee receive a suspension, demotion, or a dismissal from service, the employee may request a Pre-Disciplinary Hearing pursuant to NAC 284. 6561 within three (3) business dayss.

12.8.2 A Pre-Disciplinary Hearing is an informal proceeding between the Appointing Authority, or their designee, and the employee and their representative, who meet together to discuss the proposed disciplinary action. Witnesses are not allowed to attend.

12.8.3 The Pre-Disciplinary Hearing must be conducted within ten (10) calendar days after the HR-41 is delivered.

12.8.4 A Pre-Disciplinary Review is not required for a Probationary Employee that fails their Probationary Period.

12.9 CONFIDENTIALITY

12.9.1 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.

12.10 OFF-DUTY CONDUCT

12.10.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental 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.

12.10.2 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 security or background clearance, they will report such to their immediate supervisor within twenty-four (24) hours.

ARTICLE 13. GRIEVANCE PROCEDURE

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

13.2 A Probationary Employee that is rejected during their Probationary Period has no appeal rights or the right to file grievance under the Agreement or NAC Chapter 284.

13.3 "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,

13.3.1 Compensation,

13.3.2 Working hours,

13.3.3 Working conditions,

13.3.4 Membership in the Union,

13.3.5 The administration and interpretation of this Agreement,

13.3.6 The inconsistent application of any law, rule, regulation, policy or procedure relating to the employee's employment,

13.3.7 The imposition of certain forms of discipline outlined in Article 12, Discipline

13.3.8 The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

13.3.9 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 17, Unlawful Discrimination.

13.3.10 A change in classification or the allocation of positions (NRS 284.165).

13.3.11 Refusal to examine or certify an applicant for an open position for the grounds specified in NRS 284.240 (NRS 284.245).

13.3.12 A denial of Catastrophic Leave (NRS 281.641)

13.3.13 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

13.4 FILING & PROCESSING A GRIEVANCE

13.4.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below. If the employee does not have access to the Employer's electronic grievance reporting system, a grievance may be filed in writing to the Labor Relations Unit.

13.4.2 An employee who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or dismissal through the grievance procedure provided in this Article or the procedure prescribed by NRS 284.390

13.4.3 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:

13.4.4 The grievance procedure provided in this Article; or

13.4.5 The procedure prescribed by NRS 288.15.

13.4.6 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 filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.

13.4.7 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.

13.4.8 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4.

13.4.9 Contents of Grievance & Recipients of Grievance

13.4.9.1 The written grievance must include all of the information required by the Employer's electronic grievance reporting system:

13.4.9.2 Consolidation of Grievances

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

13.5 INFORMAL RESOLUTION OF A GRIEVANCE

13.5.1 The parties shall make every 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.

13.5.2 Mediation

13.5.2.1 Any time during grievance process Step 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 parties, to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

13.6 WITHDRAWAL OF A GRIEVANCE

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

13.7 GRIEVANCE LEVELS

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

13.7.2 Step 1 – Supervisor

13.7.2.1 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 will meet 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.

13.7.3 Step 2 – Division Administrator or Manager, or Designee

13.7.3.1 The Division Administrator or Manager, or designee, will meet in person or confer by telephone or video with the grievant and 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.

13.7.4 Step 3 – Department Director, or Designee

13.7.4.1 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 Director, or designee, with a courtesy copy to the DHRM LRU, within fifteen (15) calendar days of the Step 2 response.

13.7.4.2 The Department Director, 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.

13.7.5 Step 4 – Arbitration

13.7.5.1 If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step, they may file a demand for arbitration with the Federal Mediation & Conciliation Service (FMCS) or American Arbitration Association (AAA), with a copy to the grievant's Department or Division and the DHRM LRU, within fifteen (15) calendar days of the receipt of the Step decision.

13.7.5.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

13.7.5.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuing compliance with the collective bargaining agreement.

13.7.5.4 Once a demand for arbitration is filed and the FMCS or AAA has supplied a list of seven (7) names of Arbitrators. The party striking first shall be determined by lot.

13.7.5.5 The parties agree that any arbitration proceedings will be conducted in accordance with the FMCS or AAA 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.

13.7.5.6 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.

13.7.5.7 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 that it is related to their job function or involves matters that they have witnessed and is relevant to the arbitration case.

13.7.5.8 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.

13.7.5.9 The jurisdiction and authority of the arbitrator, opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the Employer. The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement, or establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement.

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

13.7.5.11 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of a court reporter and the Arbitrator's transcript, if any, shall be borne equally by the parties, except as in Article.

13.7.5.12 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.

13.7.5.13 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.

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

13.7.5.15 An employee will be allowed reasonable time, as determined by the Department, to travel to and from the any mediation or arbitration schedule pursuant to this Article above. Time spent traveling during the employee's nonwork hours to attend meetings referenced above may, at the Department'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.

13.8 SUCCESSOR CLAUSE

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

13.9 FAILURE TO MEET TIMELINES

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

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

13.9.3 Timelines may be extended by mutual agreement of the parties.

13.10 MISCELLANEOUS

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

13.10.2 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances.

13.10.3 The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

ARTICLE 14. UNION RIGHTS

14.1 RIGHT TO UNION MEMBERSHIP

14.1.1 Employees have the right to become a member of the Union.

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

14.2 RIGHT TO UNION REPRESENTATION

14.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.

14.2.2 The right to Union representation does not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

14.3 ACCESS FOR UNION REPRESENTATIVES

14.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.

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

14.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

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

14.3.5 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

14.4 BULLETIN BOARDS

14.4.1 The Employer will provide space on bulletin boards for Union communication.

14.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.

14.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.

14.4.4 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.

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

14.4.6 Union communications will not be posted in any other location on Department or Division premises.

14.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

14.5 USE OF STATE FACILITIES & EQUIPMENT

14.5.1 Meeting Space & Facilities

14.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and prior written authorization of the Employer.

14.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

14.5.2 Supplies & Equipment

14.5.2.1 The Union and employees covered by this Agreement will not use State purchased supplies or equipment to conduct Union business

14.5.2.2 or representational activities. This does not preclude the use of a telephone or similar devices that may be used for persons with

disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.

14.5.3 Email, Fax Machines, the Internet, & Intranets

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

14.5.3.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

14.5.3.3 Result in little or no cost to the Employer;

14.5.3.4 Be brief in duration and seldom in frequency;

14.5.3.5 Not interfere with the performance of their official duties; Not distract from the conducting of State business;

14.5.3.6 Not disrupt other State employees;

14.5.3.7 Not obligate receiving employees to make a personal use of State resources;

14.5.3.8 Not compromise the security or integrity of State information or software, and;

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

14.5.4 The Union and its Stewards will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Commission or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

14.6 UNION STEWARDS

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

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

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

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

14.7 TIME AWAY FROM WORK FOR UNION ACTIVITIES

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

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

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

14.7.4 Effective July 1, 2025, the Union will have an aggregate pool of two hundred and fifty (250) hours to draw from for Union Leave for the term of this agreement. The pool of hours does not roll over from fiscal year to fiscal year.

14.8 UNION LEAVE

14.8.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.

14.8.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.

14.8.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.

14.8.4 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.

14.8.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining.

14.8.6 Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.

14.9 INDEMNIFICATION

14.9.1 The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to any Union activity that is not a representational duty.

ARTICLE 15. UNION DUES

15.1 NOTIFICATION TO EMPLOYEES

15.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish 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.

15.2 UNION DUES DEDUCTIONS

15.2.1 Deduction of Union Dues is strictly a voluntary deduction.

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

15.2.3 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.

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

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

15.2.6 If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within thirty (30) calendar days.

15.3 STATUS REPORTS

15.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information for dues paying members:

15.3.1.1 Employee name.

15.3.1.2 Employee job title.

15.3.1.3 Department and Division. Official duty station or work site.

15.3.1.4 Work phone number.

15.3.1.5 Work email address.

15.3.1.6 Date of hire.

15.3.1.7 Pay grade.

15.3.1.8 Pay step.

15.3.1.9 Seniority date.

15.3.1.10 Separation date.

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

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

15.4 REVOCATION

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

15.5 INDEMNIFICATION

15.5.1 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 all issues related to the deduction of Union dues or fees.

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

ARTICLE 16. SAFETY & HEALTH

16.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that are causing or are likely to cause harm to its employees.

16.2 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.

16.3 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.

16.4 A Department or Division may direct employees to use leave in accordance with Article 9, Leave, Part 1 Paid Leave, Administrative Leave or 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.

16.5 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

16.6 PERSONAL PROTECTIVE EQUIPMENT

16.6.1 The Employer and the Department or Division will determine and provide required safety devices, personal protective equipment ("PPE"). The Employer and Department or Division will provide necessary replacements to PPE, as determined by the Department or Division.

16.6.2 The Employer will provide employees with orientation and 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.

16.6.3 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

16.7 SAFETY COMMITTEES

16.7.1 The Union will work cooperatively with the Employer on safety and health- related matters and will encourage employees to work in a safe manner.

16.7.2 Safety Committees may be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).

16.7.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division Director, or their designee, for review and action, as necessary.

16.8 PHYSICAL STANDARDS – FIREFIGHTERS

16.8.1 Employees in job classifications consistent with the definition of 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.

16.8.2 The Employer agrees to pay for the cost of, or provide, an annual physical examination for each employee covered under this Agreement in compliance with NRS Chapter 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 16, Section X, Annual Physicals.

16.9 WORKPLACE VIOLENCE

16.9.1 Employees must immediately report restraining orders granted against them, or restraining orders filed by the employee. Any report of a direct or indirect threat and/or actual violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken, if warranted.

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

16.10 EMPLOYEE ASSISTANCE PROGRAM (EAP

16.10.1 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.

16.11 CRITICAL INCIDENT STRESS DEBRIEFING

16.11.1 In the event a worksite is impacted by a critical incident, and to the extent budgetary resources allow, the Employee 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.

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

16.12 NORTHERN NEVADA PEER SUPPORT NETWORK (NNPSN)

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

ARTICLE 17. UNLAWFUL DISCRIMINATION

17.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

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

17.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

17.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender- Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

17.2.2 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 18. STRIKES

18.1 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 19. ENTIRE AGREEMENT

19.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

19.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

19.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

ARTICLE 20. SAVINGS CLAUSE

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

ARTICLE 21. NON-APPROPRIATION

21.1 The Parties recognize that certain provisions of this Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved.

21.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.

21.3 The Parties recognize this Agreement governs over all applicable legislation approved during the 2023 and 2025 Legislative Sessions regarding compensation and benefits unless otherwise specified in this Agreement.

ARTICLE 22. TERM OF AGREEMENT

22.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.

22.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS Chapter 288.

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:	For the Union :
BACHERA WASHINGTON Chief Negotiator	Chief Negotiator
TIFFANY GREENAMEYER Clerk of the Board of Examiners	
APPROVED AS TO FORM JOSH REID Special Counsel – Labor Relations	APPROVED AS TO FORM –

APPENDIX A

Supervisory Fire Fighters (sorted by title code)			
Title Code	**Job/Position Title**	**BU**	**GRADE**
01.812	Fire Management Officer II	O	37
01.814	Fire Management Officer I	O	36
01.816	Battalion Chief	O	35
01.835	Helitack Supervisor	O	37
01.850	Fire Captain	O	33
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Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

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

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

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

Subject: BOARD OF EXAMINERS **ACTION** ITEM

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

DEPARTMENT OF ADMINISTRATION
DIVISION OF HUMAN RESOURCE MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada Peace Officer Association for the 2025-2027 biennium for Bargaining Unit H, comprised of Category II Peace Officers. The estimated fiscal impact of the CBA for the biennium is $1,812,372.

Additional Information:

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

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

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

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

DATE: May 12, 2025

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

The State of Nevada and NPOA bargained and came to an agreement on all issues except the Compensation article.

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

Request in Front of the Board

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

Implementation of the CBA

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

Material Changes with the creation of NPOA, Bargaining Unit H

- Effective July 1, 2025, the salary schedules for employees in Bargaining Unit H, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026.
- Effective July 1, 2026, the salary schedules for employees in Bargaining Unit H, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2027.
- Employees in Bargaining Unit H shall receive the same continuity of service payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

Existing Contract benefits

- 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. 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.
- Annual Leave – 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 shall be subject to a maximum balance of four hundred eighty (480) hours.
- 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 or equal to two hundred (200) hours of banked Annual Leave.
- Personal Leave – Full time employees 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.
- Special Adjustments to Pay; maximum of 20%.
- Union Leave – The total maximum number of hours allotted for Union Leave is one thousand (1,000) per fiscal year.
-

The State and NPOA agreed to strike the following articles from the CBA:

- Disclosure of Improper Governmental Action
- Distribution of Agreement
- Political Activity
- Remote Work

Thank you for your consideration.

Attachments: NPOA, Unit H –Collective Bargaining Agreement

NPOA, Unit H - Ratification Certification
NPOA, Unit H - 2025-2027 CBA Fiscal Impact Statement

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

In Governor's Recommended budget:	FY26	FY27
FTE	146.00	146.00
PCNs	146	146

Key points in this agreement:		Estimated Fiscal Impact: FY 2026	FY 2027	
·	Fiscal Year 2026 Cost of Living increase to match that provided for non-covered employees.	$ -	$ -	None included in Governor's Recommended budget
·	Fiscal Year 2027 Cost of Living increase to match that provided for non-covered employees.	$ -	$ -	None included in Governor's Recommended budget
·	Continuity of Service incentive to match that provided for non-covered employees.	$ -	$ -	Included in Governor's Recommended budget
·	2 Personal Leave days per calendar year	$ 260,067	$ 263,501	Calculated at the average hourly rate x 1.5, assuming 8 hour days and overtime for duty coverage.
·	Annual Leave cash out opportunities of up to 40 hours twice per year, as long as 200 hours remaining after cash out	$ 208,054	$ 210,801	Cannot be accurately determined without experience. Estimated assuming all positions filled and all with eligible balances (roughly 24%) requesting payout.
·	Holiday Pay at duty shift if over 8 hours	$ -	$ -	Cannot be accurately estimated without more information; dependent on holiday shifts worked and employees with shifts greater than 8 hours.
·	POST Certificate pay at $500 per year for Intermediate certificate and $900 per year for Advanced certificate.	$ 73,000	$ 73,000	Cannot be accurately calculated without detailed information about each employee's attainment. Calculated assuming every employee attains Intermediate level; some will likely be above and some below this assumption.
·	Special Adjustments to Pay maximum of 20%.	$ 74,220	$ 75,200	Cannot be accurately estimated without a detailed census of assignments; estimated assuming 50 employees for 100 hours of special pay per year, at 20% maximum of average hourly pay.
·	Employees will receive a Uniform and Equipment Allowance of $1200 per year.	$ 175,200	$ 175,200	Calculated at the number of employees x $1200 per year.
·	Union Leave of 1,000 hours per fiscal year.	$ 111,330	$ 112,800	Calculated using average hourly pay x 1.5, assuming overtime coverage of duty.
	Total estimated potential fiscal impact:	**$ 901,870**	**$ 910,501**	
		Biennium Total:	**$ 1,812,372**	

Outlook

Fw: NPOA - Unit H CBA July 1,2025-June 30,2027 - Agreed to and approved by NPOA

From Matthew Lee <Matt.Lee@admin.nv.gov>
Date Tue 5/13/2025 1:47 PM
To Bachera Washington <bachera@admin.nv.gov>
Cc Maxx Pugne <MaxxPugne@admin.nv.gov>

1 attachment (40 KB)
signature page.pdf;

Please see the Ratification email for NPOA H.

Respectfully,

Matthew R. Lee
Supervisory Human Resource Analyst
Division of Human Resource Management
Department of Administration
P: 775-684-0127
E: matt.lee@admin.nv.gov
W:Connect With LRU

Department of Administration
Division of Human Resource Management

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From: Sean R. Gallagher <SGallagher@ag.nv.gov>
Sent: Tuesday, May 13, 2025 11:39 AM

To: Matthew Lee <Matt.Lee@admin.nv.gov>
Cc: Arthur Emling <aemling@doc.nv.gov>; Charles A. Hopps <CHopps@dmv.nv.gov>
Subject: NPOA - Unit H CBA July 1,2025-June 30,2027 - Agreed to and approved by NPOA

Dear Labor Relations Unit,

The Nevada Peace Office Association has approved the Collective Bargaining Agreement July 1, 2025 – June 30, 2027 for Unit H (Category II Peace Officers) in accordance with its bylaws and pursuant to the decision rendered at arbitration.

Attached is the signed signature page.

Respectfully,

Sean R. Gallagher
Criminal Investigator
State of Nevada
Office of the Attorney General
Mon-Thur – 7AM to 5PM
Phone – 775-687-2105
Email – sgallagher@ag.nv.gov

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State of Nevada

&

Nevada Peace Officer Association (NPOA)

Unit H

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this NEVADA PEACE OFFICER ASSOCIATION, UNIT H, COLLECTIVE BARGAINING AGREEMENT ("Agreement" or "CBA") entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the NEVADA PEACE OFFICER ASSOCIATION ("NPOA" or "Union") as the exclusive representative of Bargaining Unit H employees, together referred to as the "parties." This Agreement covers State employees in Bargaining Unit H, which is comprised of Category II Peace Officers.

ARTICLE 1: UNION RECOGNITION

1.1 This Agreement covers permanent employees 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)."

1.2 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.

1.3 Any proposed changes to the job classifications in Appendix A by the Employer will be notified to the Union not less than thirty (30) calendar days of the change effective date. Temporary employees, part-time employees, and volunteers are prohibited from being members of the bargaining unit.

ARTICLE 2: DEFINITIONS

"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

"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 II Peace Officer" is defined in NRS 289.470.

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

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

"Collective Bargaining Agreement (CBA)" This document is known as the Collective Bargaining Agreement for the State of Nevada and the Nevada Peace Officer Association (NPOA).

"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.

"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

"EAP" is the Employee Assistance Program.
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 employee.

"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/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 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.

"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.

"Furlough Leave" is a temporary unpaid leave of employees due to a special need of the Employer.

Garrity v. New Jersey (1967)

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

"Just Cause" is not arbitrary, capricious, or illegal reason, and which is based one 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.

"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.nlrb.org "Nevada Administrative Code (NAC)" www.leg.state.nv.us/nac/

"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.

"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.

"Human Resource 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/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.

"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.

"Reviewing Officer" is the supervisor of the person who prepared a report on 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 Statewide 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/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.

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

State Administrative Manual (SAM), revised January 14, 2020 "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 officers; 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.

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

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

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

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

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

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 0000 hours on Monday and end at 2359 hours the following Sunday, or as otherwise designated by the Department/Division head, or designee.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 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.

3.2 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:

3.2.1 The right to determine the Employer's functions, programs, organizational structure, and use of technology.

3.2.2 The right to determine the Employer's budget and size of each Department's/Division's workforce and the financial basis for layoffs.

3.2.3 The right to direct and supervise employees.

3.2.4 The right to take all necessary actions to carry out the mission of the State of Nevada and its Departments/Divisions during emergencies.

3.2.5 The right to determine the Employer's mission and strategic plans.

3.2.6 The right to develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the Employer.

3.2.7 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.

3.2.8 The right to establish or modify the workweek, daily work shift, hours of work, and days off.

3.2.9 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.

3.2.10 The right to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.

3.2.11 The right to select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees.

3.2.12 The right to determine, prioritize, and assign work to be performed, including workload factors.

3.2.13 The right to determine the need for and the method of scheduling, assigning, authorizing, and approving Overtime.

3.2.14 The right to determine training needs, methods of training, and employees to be trained.

3.2.15 The right to determine the reasons for and the methods by which employees will be laid off.

3.2.16 The right to suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

3.3 Nothing contained within this Agreement shall modify the above identified management rights.

ARTICLE 4: HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments as outlined in NRS 284. 205 to NRS. 284.330, NRS Chapter 289, NAC 284.295 to NAC 284. 441 and NAC Chapter 289.

4.1.1 The Employer and Union agree all Departments or Divisions with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NRS 289 and allow the examination of an employee's personnel file.

4.1.2 The Employer and the Union agree that employees within this agreement that have been selected to transfer to a new Department or Division will be subject to a new background investigation as detailed in NAC 289.110(2), (including a new personal history questionnaire) starting from the date the last verified background investigation was conducted by the Employer. Lie detector test will be limited to a computer voice stress analyzer (CVSA). The Department or Division may request a new psychological evaluation. The Department or Division has the discretion to require a new Post Physical Fitness Test (PPFT) if the new position has job functions different from the employee's current job functions.

4.1.3 The Employer and Union agree that a permanent employee, covered under this Agreement, who is selected to transfer or promote to any position within their same Department or Division will not be subject to any type of background investigation, psychological examination, lie detector, medical examination, or physical agility test.

4.1.4 The Employer and the Union agree that if any employee 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 employee will be provided with specific reasons, in writing, for the failed background or disqualification/removal, within 10 business days. If the employee does not agree with this decision, they will be allowed an opportunity to appeal this decision with DHRM within thirty (30) days of the date the employee received the written notification. The employee 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 thirty (30) calendar days of the date they receive the appeal from the employee. The employee and employer will be included in all communication related to the appeal.

ARTICLE 5: LAYOFF & REEMPLOYMENT

5.1 The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article 3, Management Rights.

5.2 LAYOFF & REEMPLOYMENT PROCEDURE

5.2.1 The Employer will follow the provisions of NRS 284.380 and NAC 284.612 to 284.632, et. seq., for matters related to layoffs and reemployment.

5.3 SENIORITY

5.3.1 For layoffs and reemployment, the Employer shall calculate seniority pursuant to NAC 284.632.

ARTICLE 6: SEPARATION

6.1 RESIGNATION

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

6.2 DISABILITY SEPARATION

6.2.1 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.

6.3 REINSTATEMENT FROM DISABILITY SEPARATION

6.3.1 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.

6.4 DISABILITY RETIREMENT

6.4.1 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.

6.4.2 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.pers.org.

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, or Administrative Regulations (AR's) should be consulted when employees need detailed information. In addition, this Article shall not be construed to affect any collective bargaining rights afforded to the employees 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.

7.2 WORK SCHEDULES

7.2.1 Pursuant to the Fair Labor Standards Act (FLSA), an assigned regular work schedule for employees 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.

7.2.2 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 employee.

7.2.3 The official workweek for the purposes of payroll begins each Monday at 0000 hours and ends at 2359 hours on the following Sunday.

7.2.4 Regular work schedules for employees covered under this Agreement will be assigned according to Departmental/Divisional policy and such assignments may be comprised of:

7.2.4.1 Five (5) eight (8) hour shifts per workweek; or,

7.2.4.2 Four (4) ten (10) hour shifts per workweek; or,

7.2.4.3 A variable or innovative work schedule as agreed upon by the Department/Division and the employee.

7.2.5 The Department/Division may reassign employees for operational necessity.

7.2.6 This Article shall not be construed to guarantee any number of hours of work either per shift or per week.

7.3 MEAL BREAKS

7.3.1 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.

7.3.2 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 their regularly scheduled workday will be allowed an additional thirty (30) minute meal break.

7.3.3 When an employee'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.

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

7.4 REST PERIODS

7.4.1 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.

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.

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 DAILY WORK SHIFT CHANGES

7.5.1 The Department/Division may adjust an employee's daily start and/or end time(s) if operational necessity dictates such a change. If an employee's daily work shift changes under this section, they will be compensated appropriately in accordance with Article 8, Compensation.

7.6 TEMPORARY SCHEDULE CHANGES

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

7.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive three (3) calendar days' written notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee 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 employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.

7.6.3 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 Department/Division requires, after working the extra hour.

7.7 PERMANENT SCHEDULE CHANGES

7.7.1 An employee's work week and work schedule may be permanently changed with prior notice from the Department/Division.

7.7.2 An employee 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 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.

7.8 EMERGENCY SCHEDULE CHANGES

7.8.1 The Department/Division may adjust an employee's work week and work schedule without prior notice in emergencies.

7.9 EMPLOYEE-REQUESTED SCHEDULE CHANGES

7.9.1 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/Division may approve or disapprove such requests based on operational need.

7.9.2 An employee's work week 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.

7.10 TIME REPORTING

7.10.1 Employees covered under this Agreement will accurately record time worked in accordance with the established process as determined by their Department/Division.

7.11 SHIFT ASSIGNMENT PROCESS

7.11.1 Department/Division-specific shift assignment processes are in Appendix B of this Agreement.

7.12 SHIFT BID PROCESSES

7.12.1 Department/Division-specific shift assignment processes are in Appendix C of this Agreement.

7.13 SHIFT TRADE

7.13.1 Department/Division-specific shift assignment processes are in Appendix D of this Agreement.

7.14 EMERGENCY SCHEDULE CHANGES

7.14.1 The Department/Division may adjust an employee's work week and work schedule without prior notice in emergencies.

ARTICLE 8: COMPENSATION

8.1 SALARY PAYMENT

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

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

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

8.2 MERIT PAY INCREASE

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

8.3 CONTINUITY OF SERVICE PAYMENTS (Longevity Pay)

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

8.4 RETENTION PAYMENTS

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

8.5 EDUCATION/POST CERTIFICATE PAY

8.5.1 The Employer agrees to pay employees that possess an Intermediate Nevada POST Certificate will receive five hundred dollars ($500.00) per fiscal year, payable each December provided the employee has submitted proof of their certification to their employing Department/Division by November 1.

8.5.2 The Employer agrees to pay employees that possess an Advanced Nevada POST Certificate will receive nine hundred dollars ($900.00) per fiscal year, payable each December provided the employee has submitted proof of their certification to their employing Department/Division by November 1.

8.5.3 Employees 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.

8.5.4 Once the Department/Division designee has the POST certificate(s) on file, the Employee will have satisfied the requirements to provide proof of certification. The Department/Division designee will maintain the proof of certification for payroll purposes and the Employee will not need to resubmit the certification unless they are progressing from an Intermediate to an Advanced POST Certificate. Employees will be paid only at the highest level achieved.

8.6 SALARY ADMINISTRATION

8.6.1 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.

8.7 SALARY RATE UPON PROMOTION

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

8.8 SALARY RATE UPON DEMOTION

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

8.8.2 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 and not been serving a Trial Service Period for a promotional position.

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

8.9 CALLBACK PAY

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

8.10 OVERTIME CONSIDERATION OF PAID LEAVE STATUS

8.10.1 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.

8.10.2 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.

8.10.3 NAC 284.0742 "Paid status" defined. (NRS 284.065) "Paid status" means the time that an employee is:

8.10.4 Working;

8.10.5 On leave with pay, including Union leave, except catastrophic leave; or

8.10.6 On a leave of absence due to a fiscal emergency declared pursuant to NAC 284.580.

8.11 OVERTIME & COMPENSATORY TIME

8.11.1 The Employer and the Union agree where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.

8.11.2 Overtime pay is calculated at one and one-half times (1.5) the regular hourly rate of pay.

8.11.3 Scheduled overtime must be approved in advance by a supervisor through either written or documented verbal communication, or through the time keeping system.

8.11.4 The Employer and Union agree, however, that circumstances and/or emergencies may arise which are beyond the control of the Employee. In such cases, Overtime may be incurred without prior approval. When this occurs, it is incumbent upon the employee 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:

8.11.4.1 Unforeseeable travel delays during work-related assignments and training;

8.11.4.2 Unforeseeable delays when transporting and processing incarcerated people;

8.11.4.3 Scheduled and unscheduled assignments that continue beyond an employee's scheduled end of shift and which are out of the employee'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 employees;

8.11.4.4 Employee injuries which have occurred while the employee is on- duty and require treatment and reporting;

8.11.4.5 Traffic accidents occurring in State owned vehicle and any State required processes, testing, and drug screening; and,

8.11.4.6 Duties related to task force operations accruing overtime which may not necessarily be funded by external sources.

8.11.5 Employees 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.

8.11.6 Employees 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.

8.11.7 Employees 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.

8.11.8 Employees 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.

8.11.9 At the time an Overtime assignment is offered, the employee may request to accrue Compensatory Time in lieu of Overtime pay.

8.11.10 Compensatory time will be accrued at the rate of time and one-half (1.5) of the employee's regular hourly rate of pay.

8.11.11 The Employer and an employee may enter into an agreement stating that the employee 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) Business Days' notice. The Employer and Union agree, notification to rescind by the employee can be made via email to the employee's supervisor.

8.11.12 An employee may not accrue and carry more than two hundred forty (240) hours of Compensatory Time at any given time.

8.11.13 An employee who has accrued Compensatory Time may request, in writing, payment in cash for their accrued Compensatory Time.

8.11.14 The Employer will promulgate policies regarding when Compensatory Time must be paid out in accordance with the FLSA.

8.11.15 If an employee 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.

8.12 DANGEROUS DUTY PAY

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

8.13 SPECIAL ADJUSTMENTS TO PAY

8.13.1 Employees 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.

8.13.2 The Employer and Union agree that an employee 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.

8.13.3 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 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.

8.14 BILINGUAL PAY

8.14.1 An employee 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.

8.14.2 The employee is required to use bilingual skills or sign language for persons who are deaf at least 10 percent of his or her work time.

8.14.3 The employer will provide a list of approved certification providers for employees to become certified for bilingual pay.

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

8.15 FIELD TRAINING OFFICER (FTO) PAY

8.15.1 Employees 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.

8.15.2 The Employer and Union agree an employee is in FTO status if they have a probationary 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.

8.15.3 The Employer and Union agree if a newly hired/transferred employee 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.

8.16 INSTRUCTOR PAY

8.16.1 An employee 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.

8.16.2 The Employer and Union agree that if a Unit H employee 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). The Employer and Union agree that an employee is considered to be in instructor status when they are engaged in the following:

8.16.2.1 Actual instruction.

8.16.2.2 Maintenance and preparation of equipment and facilities for training and storage.

8.16.2.3 Maintenance/creation of instruction records, qualification records and lesson plans.

8.16.2.4 Transport of any training equipment for the purposes of training, repair and maintenance.

8.16.2.5 Travel to and from and attendance of any employer approved training to maintain instructor/subject matter proficiency.

8.17 SPECIAL ASSIGNMENTS

8.17.1 Employees 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.

8.17.2 The Employer and Union agree an employee is in Special Assignment status when they are engaged in the following:

8.17.2.1 The actual assignment

8.17.2.2 Travel to and from the assignment.

8.17.2.3 Travel to and from and attendance at any employer approved training related to the Special Assignment.

8.17.3 The employer and union agree a Special Assignment is any task an employee is assigned to that is outside of the employee'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.

8.17.4 The Employer and Union agree Special Assignments may include but are not exclusively limited to the following:

8.18 DIGNITARY PROTECTION/SECURITY

8.18.1 Employee 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.

8.19 ARMORER

8.19.1 Employee who is maintainer of Employer/Agency owned firearms and associated equipment. The Employer may require certification(s) for this assignment.

8.20 CVSA/POLYGRAPH EXAMINER

8.20.1 Employee trained in CVSA/Polygraph examinations. The Employer agrees any employees assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.

8.21 EVIDENCE TECH/CUSTODIAN

8.21.1 Employees tasked with maintaining 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.

8.22 OIS/USE OF FORCE INVESTIGATOR

8.22.1 Employees tasked with investigating/reviewing employee involved shootings and use of force incidents. The Employer and Union agree these employees 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 employees assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.

8.23 SHIFT DIFFERENTIAL

8.23.1 As used in this Article "differential rate of pay" means an adjustment in pay equivalent to an additional five percent (5%) of an employee's regular hourly rate of pay.

8.23.2 "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.

8.23.3 An employee 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 employee 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 employee 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 employee assigned to a qualifying shift. In such cases, an employee must receive the differential rate of pay for all of their regularly scheduled hours of employment on that workday.

8.23.4 If an employee 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.

8.23.5 Except as otherwise provided above, if a nonexempt employee 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.

8.23.6 A nonexempt employee in the classified service who works Overtime in conjunction with a qualifying shift must be paid Overtime at the differential rate of pay.

8.24 UNIFORMS & EQUIPMENT

8.24.1 The Employer shall issue a duty firearm to an employee if the employee is required to carry a firearm on duty.

8.24.2 Departments/Divisions may allow employees 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.

8.24.3 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 employee 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 employee's authorized duty firearm and one (1) secondary/off-duty firearm.

8.24.4 State-issued equipment that becomes unserviceable shall be replaced as soon as possible by the Employer upon notification by the employee, without cost to the employee. If the incident giving rise to the need for replacement is due to a violation of policy or as a result of negligence, the employee may be subject to disciplinary action.

8.24.5 Uniform & Equipment Allowance ($1,200)

8.24.5.1 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 employees 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.

8.24.5.2 The Employer agrees to pay each Unit H employee 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.

8.24.5.3 The Employer through its Departments/Divisions shall issue the following basic equipment to each Unit H employee within one year of this Agreement's effective date if that employee has not already been issued this equipment prior to this Agreement:

8.24.5.3.1 Badge and official credentials

8.24.5.3.2 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 employee 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.

8.24.5.3.3 One (1) Employer owned duty handgun, with a minimum of three magazines, if the employer requires an employee to be armed (employees can decline if they choose to carry a personally owned firearm in accordance with Department/Division policy).

8.24.5.3.4 One (1) set of DOJ approved handcuffs.

8.24.5.3.5 At least one (1) less lethal force option, ex. (Baton, taser, OC, etc.)

8.24.5.3.6 One (1) field trauma kit with a tourniquet

8.24.5.3.7 Any associated holsters for issued firearms, magazines, handcuffs, etc.

8.24.5.3.8 The Employer will provide employees with a reasonable and reliable radio in order to communicate with a professional government police/emergency dispatch center.

8.24.5.3.9 The preferred method will be a police radio linked to a dispatch center that must be capable of reaching other allied law enforcement resources. If a radio is not used or issued, the Employer will take steps to ensure employees have a way of communicating with a professional dispatch center (e.g., cell phone)

8.24.6 Replacement of Uniforms & Equipment

8.24.6.1 The Employer will replace State-issued uniform or equipment items pursuant to the Department/Division policy.

8.24.6.2 If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties and which is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee.

8.24.7 Personal Equipment

8.24.7.1 Personal 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 request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars ($400) per incident.

8.24.7.2 Employees 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.

8.24.7.3 The Employer shall issue a duty firearm to employees that are required to carry a firearm on duty.

8.24.7.4 Departments and Divisions may allow employees to carry an approved personally owned firearm in lieu of an Employer issued firearm.

8.24.7.5 Employees are responsible for the maintenance and repair of any approved personally owned firearm.

8.24.7.6 Employees are responsible for supplying their own ammunition for any approved personally owned firearm if that firearm is a different caliber than the employer issued duty firearm.

8.24.7.7 Departments and Divisions will provide duty and training ammunition for all Employee issued duty firearms and personally owned duty firearms, provided the personally owned firearm is the same caliber as the duty issued firearm.

8.24.7.8 The Employer will determine and provide uniform items and equipment consistent with Department or Division policy. The uniform items provided by the Department or Division are listed in Appendix D of this Agreement.

8.24.7.9 The Employer will replace State-issued uniform or equipment items pursuant to the Department or Division policy. If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties, and the damage is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee.

8.24.8 Retirement Badges & Identification Card

8.24.8.1 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 employee in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service, and has completed any applicable probationary period, will be entitled to receive a Qualified Retired Law Enforcement Officer (QRLEO) identification card at no cost to the employee. Such QRLEO credentials will be of a similar type to the Department's/Division's active duty issued credentials.

8.24.8.2 These QRLEO credentials will also comply with the requirements of HR 218/LEOSA/18 U.S.C. § 926C.

8.24.8.3 For the purposes of this Section, an employee is considered to be in good standing if at the time of separation/retirement/resignation they are:

8.24.8.3.1 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);

8.24.8.3.2 Qualified in firearms training for active law enforcement employees, 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 employees 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 employees within that state; Not found unqualified for reasons relating to mental health by a medical professional; and,

8.24.8.3.3 Not prohibited by federal law from receiving a firearm.

8.24.8.4 The QRLEO identification card will follow LEOSA standards as outlined in 18 U.S.C. § 926C (d) and will include:

8.24.8.5 On the front of the card:

8.24.8.5.1 A photograph of the employee,

8.24.8.5.2 The employee's name,

8.24.8.5.3 The language "Qualified Retired Law Enforcement Officer",

8.24.8.5.4 The card's date of issue,

8.24.8.5.5 On the back of the card:

8.24.8.5.6 Language that states the employee's eligibility under 18 U.S.C. § 926C to carry a concealed firearm.

8.24.8.6 Separated/retired/resigned employees 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 employee 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 employee is still eligible to carry a concealed firearm under HR 218/LEOSA/18 U.S.C. § 926C.

8.24.8.7 The Employer agrees to provide a QRLEO identification card indefinitely for employees 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 employees 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 employee does not obtain employment as a full time permanent (non-probationary) sworn law enforcement employee 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.

8.24.8.8 Once that separated/retired/resigned employee 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 employee, they will no longer be entitled to a QRLEO identification card even when employment with that new agency ends.

ARTICLE 9: LEAVE

9.1 ADMINISTRATIVE LEAVE

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

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

9.2 ANNUAL LEAVE

9.2.1 Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of four hundred eighty hours (480).

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

9.2.3 Accrual

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

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

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

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

9.2.4 Annual Leave Usage

9.2.4.1 Employees 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.

9.2.5 Annual Leave Cash Out

9.2.5.1 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 a remaining balance that is greater or equal to two hundred (200) hours of banked Annual Leave.

9.2.5.2 Upon separation 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.

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

9.3 CATASTROPHIC LEAVE

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

9.4 CIVIL LEAVE (JURY DUTY)

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

9.5 COMPENSATORY TIME

9.5.1 As defined in Article 8, Compensation.

9.6 HOLIDAYS

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

New Year's Day - January 1

Martin Luther King, Jr.'s Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day - July 4

Labor Day - First Monday in September

Nevada Day Observed - Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

9.6.2 Holiday Pay

9.6.2.1 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 the hours equal to their regularly scheduled work shift. For example, if an employee works an 8-hour shift, they will get paid for 8 hours at their regular hourly rate of pay. If an employee works a 10-hour shift, they will get paid for 10 hours at their regular hourly rate of pay.

9.6.2.2 Employees will not accrue more than 40 hours during a holiday week without Department/Division approval, such as in overtime scenarios.

9.6.2.3 In instances when employees are unable to adjust their shift or day off because of Department/Division need, those employees will be authorized to claim, "paid day off holiday" PDOH with prior approval (see 9.6.5.2 below).

9.6.2.4 During a holiday work week, an employee 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.

9.6.2.5 The Employer retains the right to modify an employee's daily work hours during holiday weeks to accommodate shift coverage and on duty personnel requirements.

9.6.3 Holiday Premium Pay

9.6.3.1 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.

9.6.4 Holiday Observance Days

9.6.4.1 For full-time employees with 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.

9.6.4.2 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 officer's workday immediately before or immediately after as the holiday.

9.6.4.3 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.

9.6.4.4 The holiday for graveyard shifts 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.

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

9.6.5 Holiday Compensation Rules

9.6.5.1 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. 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.

9.6.5.2 If a holiday falls on an employee's RDO and they are unable to observe the holiday per 9.6.4.2 or 9.6.4.3, the employee will receive PDOH for hours equal to their regularly scheduled shift.

9.6.5.3 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.

9.7 MILITARY LEAVE

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

9.7.2 Employees 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.

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

9.8 SICK LEAVE

9.8.1 Accrual

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

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

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

9.8.2 Sick Leave Call in for Employees in a Position Requiring Relief

9.8.2.1 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice the duty supervisor as soon as practicable but, not less than two and one-half (2 ½) hours prior to their scheduled time to report to work.

9.8.3 Restrictions While on Sick Leave

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

9.8.4 Sick Leave Abuse

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

9.8.4.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse.

9.8.4.3 Sick Leave abuse may lead to disciplinary action

9.9 UNION LEAVE

9.9.1 See Article 15, Union Rights.

9.10 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION)

9.10.1 Workers' Compensation shall be administered pursuant to NRS Chapters 616A to 616D, et. Seq., and NAC 284.5775 and 284.5777.

9.11 PERSONAL LEAVE

9.11.1 Full time employees 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.

9.11.2 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.

9.11.3 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.

9.11.4 An employee who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.

9.11.5 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.

9.12 BENEFITS RELATING TO DOMESTIC VIOLENCE

9.12.1 An employee, who has been continuously employed by the State of Nevada for ninety (90) days or more, is entitled to time away from work not to exceed one hundred sixty (160) hours in one (1) twelve (12) month period if they are a victim of an act of domestic violence or their family or a household member is a victim of domestic violence. The time away from work will begin on the date of the act of domestic violence. An employee may request the use of Compensatory Time, Annual Leave, Sick Leave, or LWOP during the one hundred sixty (160) hours of time away from work.

9.12.2 An employee may use the time away from work related to domestic violence to:

9.12.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,

9.12.2.2 Obtain counseling or assistance; and/or,

9.12.2.3 Participate in any related court proceedings; and/or,

9.12.2.4 Establish a safety plan.

9.12.3 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 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.

9.13 BEREAVEMENT LEAVE

9.13.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.

9.13.2 Bereavement Leave must be used no later than one (1) year after the death of the family member for which the Bereavement Leave was requested.

9.14 FURLOUGH LEAVE

9.14.1 In the event the Nevada State Legislature requires that Furlough Leave be taken, all employees covered by this Agreement shall be subject to such.

9.15 LEAVE WITHOUT PAY (LWOP)

9.15.1 LWOP may be used and administered pursuant to NAC 284.578 and 284.580.

9.16 LEAVE OF ABSENCE WITHOUT PAY

9.16.1 A leave of absence without pay may be approved pursuant to NAC 284.578.

9.17 FAMILY & MEDICAL LEAVE

9.17.1 Family and Medical Leave will be used and granted in accordance with the Family and Medical Leave Act of 1993 (FMLA), the Nevada Family Leave Act, and NAC 284.581 to 284.5813, et, seq…

ARTICLE 10: WORK PERFORMANCE

10.1 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.

10.2 The performance evaluation process will include performance goals and expectations that reflect the employee's and the Employer's objectives.

10.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date.

10.4 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.

10.5 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.

10.6 Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental/Divisional and the Employer's Central Personnel Files.

10.7 COACHING & COUNSELING

10.7.1 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.

10.7.2 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.

10.7.3 Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, expectations, and goals and to provide support to employees so that skills and abilities can be aligned with work standards.

10.7.4 Coaching & Counseling sessions will be documented in the Supervisor File.

10.8 LETTERS OF INSTRUCTION

10.8.1 Letters of Instruction are used as a tool designed to serve as a way for the Employer to provide an employee with information and instruction or training to correct behavior or performance deficits.

10.8.2 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.

10.8.3 Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the employee's activities.

10.8.4 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/Divisional Personnel File.

10.9 PERFORMANCE IMPROVEMENT PLAN (PIP)

10.9.1 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 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.

10.9.2 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/Divisional Personnel File.

10.10 PERFORMANCE EVALUATION REVIEW

10.10.1 In the event an employee disagrees with an annual performance evaluation, the employee 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 employee's Department/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 13, Grievance Procedure.

10.10.2 Completed performance evaluations will be filed in the employee's Departmental/Divisional Personnel File and the Employer's Central Records Personnel File.

10.10.3 In all cases in which written documentation is created regarding an employee, the employee shall have those rights afforded to them under NRS 289.

ARTICLE 11: RECORDS MANAGEMENT

11.1 The Employer has the authority to maintain files on each employee.

11.2 An employee 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.

11.3 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 employee is only requesting a review, unless otherwise arranged. An employee will not be required to take leave to review the file(s).

11.4 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 request a copy of the file.

11.5 The Employer and its Departments/Divisions shall provide at least one (1) full copy of a file requested by an employee but may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the DHRM Central Records website.

11.6 FILE TYPES

11.6.1 The following are the types of files that may be maintained on each employee.

11.6.1.1 Medical File

11.6.1.1.1 Medical Files are maintained by the employee's Department/Division and will be kept separate and confidential in accordance with Federal and State law.

11.6.1.2 Payroll File

11.6.1.2.1 Comprehensive payroll records will be maintained for each employee by the appropriate Central Payroll Unit.

11.6.1.3 Personnel File

11.6.1.3.1 One (1) official Personnel File may be maintained by the Employer for each employee. One (1) official Personnel File will also be maintained by the employees Departmental/Divisional Human Resources Office.

11.6.1.3.2 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 employee's supervisor has requested be included in the file.

11.6.1.4 Supervisor File

11.6.1.4.1 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 Last Chance Agreement (LCA).

11.6.1.4.2 The confidentiality and security of Supervisor Files will be maintained to the extent allowed or required by law.

11.6.1.4.3 The Employer may maintain a record of all training the employee has taken while in active service. Employees are responsible for maintaining copies of all training documentation.

11.6.1.5 Training File

11.6.1.5.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees are responsible for maintaining copies of all training documentation.

11.6.1.6 Background Investigation File

11.6.1.6.1 Background investigation files generally contain documentation related to an employee's personal history questionnaire, background investigation packet, documentation and information obtained during the employee's background investigation results, polygraph/CVSA results, medical evaluation results, psychological evaluation results, physical fitness results and more pertaining to the employee's background and background investigation.

11.7 CONFIDENTIALITY

11.7.1 The Employer will confidentially maintain all files unless they are deemed available for disclosure in accordance with federal and state law.

11.8 PUBLIC RECORDS

11.8.1 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/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 shall exclude information deemed sensitive related to all employees 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.

11.9 RECORD KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION, PERFORMANCE EVALUATION, PROMOTION, OR TRANSFER

11.9.1 Letters of Instruction may be retained within the employee's Supervisor File until the completion of the employee's next annual performance evaluation or for a total of twelve (12) months, whichever is greater.

11.9.2 A Documented Verbal 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 Documented Verbal Warning did not result in any further discipline.

11.9.3 An Documented Verbal 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 Documented Verbal Warning is the only incident in the Supervisor File on that employee; and 2) the events giving rise to the Documented Verbal Warning did not result in any additional or progressive discipline.

11.9.4 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.

11.9.5 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 employee; and 2) the events giving rise to the Written Reprimand did not result in any additional or progressive discipline.

11.9.6 Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.

11.9.7 In the event an employee 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 employee 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.

11.10 CONFIDENTIALITY

11.10.1 The Employer will confidentially maintain all files unless they are deemed available for disclosure in accordance with federal and state law.

11.11 PUBLIC RECORDS

11.11.1 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/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 shall exclude information deemed sensitive related to all employees 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.

ARTICLE 12: DISCIPLINE

12.1 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 as defined in this agreement.

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 conduct in accordance with a progressive disciplinary model.

12.1.1 A Probationary release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to **NRS 289.020(2)** with the Department Director or their designee.

12.1.2 An employee serving a Trial Service Period, shall be provided the opportunity for hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from Trial Service Period is not considered a disciplinary act and is not the grievance process.

12.2 PEACE OFFICERS BILL OF RIGHTS

12.2.1 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 employees employed by the State of Nevada.

12.2.2 The Employer and the Union agree that this Agreement covers employees in Bargaining Unit H and are job classifications defined as "Category II Peace Officers".

12.3 PROGRESSIVE DISCIPLINE

12.3.1 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 employees' conduct or performance deficits continue.

12.3.2 Disciplinary action may be issued for, but is not limited to, the following:

12.3.2.1 Any act of commission and/or omission that constitutes misconduct.

12.3.2.2 Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.

12.3.2.3 Any violation of Federal or State law, Department/Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.

12.3.2.4 Failure of an employee to abide by the standards of ethical conduct that is identified in State law or Department/Division policy.

12.3.3 Progressive disciplinary action includes the following, in order of severity:

12.3.3.1 Documented Verbal Warnings

12.3.3.1.1 When instruction and training have not resulted in the change in behavior or performance that is desired, a Verbal Warning is typically the first level in the progressive disciplinary process.

12.3.3.1.2 A Documented Verbal Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Documented Verbal Warning will be filed in the Supervisor File if one is maintained.

12.3.3.1.3 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.

12.3.3.2 WRITTEN REPRIMAND

12.3.3.2.1 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.

12.3.3.2.2 Written Reprimands will be issued using the NPD-52 Written Reprimand form.

12.3.3.2.3 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 if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

12.3.3.2.4 An employee shall not be disciplined for refusing to sign a Written Reprimand. The supervisor will simply note "employee refused to sign". Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.

12.3.3.2.5 An employee may grieve the receipt of a Written Reprimand by filing a grievance under Article 13, Grievance Procedure, within fifteen (15) Business Days of receipt of the Written Reprimand; however, such a grievance must end at Step 3 as defined within the Grievance Procedure.

12.3.3.3 Suspension from Duty Without Pay

12.3.3.3.1 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.

12.3.3.3.2 The employer shall not suspend an employee without pay during or pursuant to an investigation conducted by the Employer until all investigations relating to the matter have concluded.

12.3.3.3.3 A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.

12.3.3.3.4 A suspension from duty without pay will not exceed thirty (30) calendar days.

12.3.3.3.5 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 if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

12.3.3.3.6 Suspension from duty without pay may either be grieved under Article 13, Grievance Procedure within fifteen (15) Business 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) Business Days in accordance with NRS 284.390.

12.3.3.3.7 Once an employee has properly filed a grievance under either Article 13, Grievance Procedure, or NRS 284.390, they may not proceed in an alternative manner.

12.3.3.3.8 A grievance of a suspension from duty without pay will begin at Step 4 under Article 13, Grievance Procedure.

12.3.3.4 DEMOTION

12.3.3.4.1 Demotion occurs after other forms of discipline have not produced the appropriate change in behavior and when the employee's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline.

12.3.3.4.2 A demotion will be issued using the HR-41 Specificity of Charges form

12.3.3.4.3 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 if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

12.3.3.4.4 Demotion may either be grieved under Article 13, Grievance Procedure, within fifteen (15) Business 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) Business Days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 13, Grievance Procedure, or NRS 284.390, they may not proceed in an alternative manner.

12.3.3.4.5 A grievance of a demotion will begin at Step 4 under Article 13, Grievance Procedure.

12.3.3.5 DISMISSAL FROM SERVICE

12.3.3.5.1 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.

12.3.3.5.2 A dismissal from State service will be issued using the HE-41 Specificity of Charges form.

12.3.3.5.3 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 if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

12.3.3.5.4 Dismissal from service may either be grieved under Article 13, Grievance Procedure, within fifteen (15) Business 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) Business Days, in accordance with NRS 284.390.

12.3.3.5.5 Once an employee has properly filed a grievance under either Article 13, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

12.3.3.5.6 The grievance of a dismissal from service will begin at Step 4 under Article 13, Grievance Procedure.

12.4 INVESTIGATIONS

12.4.1 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.

12.4.2 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 notice must be provided before the employee is questioned regarding the allegations.

12.4.2.1 The notice provided to the employee who is the subject of the investigation must include:

12.4.2.2 A description of the nature of the investigation.

12.4.2.3 A summary of alleged misconduct of the employee.

12.4.2.4 The date, time, and place of the interview or hearing.

12.4.2.5 The name and rank of the employee in charge of the investigation and the employees who will conduct any interview or hearing.

12.4.2.6 The name of any person who will present at any interview or hearing; and,

12.4.2.7 A statement setting forth the provisions of subsection 1 of NRS 289.080.

12.4.3 The employee must be afforded the right to have a lawyer or any other representative of the employee's choosing present at any time that the employee is questioned regarding the allegations, including without limitation, a lawyer, a representative of any labor union, or another peace employee.

12.4.4 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 ninety (90) calendar days after the employee is provided notice of the allegations.

12.4.5 If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days after the employee 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 showing of good cause for the delay and that the extension is needed to complete the investigation, make determination, and notify the employee 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.

12.4.6 If the Appointing Authority does not make a determination about discipline within ninety (90) days after the employee 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 employee pursuant to NRS 284.385 upon which the allegations are based.

12.4.7 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, shall consider progressive discipline and the seriousness of the offense.

12.4.8 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 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 is imposed.

12.5 PRE-DISCIPLINARY REVIEW

12.5.1 If, following an investigation, an Appointing Authority intends to recommend that the employee who was the subject of the investigation be suspended, demoted, or dismissed, the Appointing Authority must notify the employee of such fact and give the employee and/or any representative of the employee a reasonable opportunity to inspect any evidence in the possession of the Employer and submit a response.

12.5.2 The Appointing Authority must consider any such response before making a recommendation to impose a suspension, demotion, or dismissal against the employee. If the Appointing Authority recommends a suspension, demotion, or dismissal be imposed against the employee and the employee appeals the recommendation to impose a suspension, demotion, or dismissal, the employee and/or any representative of the employee 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.

12.5.3 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:

12.5.3.1 A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee as outlined below. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) Business 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 Business Day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre-Disciplinary Review may be changed. The employee must be afforded the right to have a lawyer or any other representative of the employee'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 employee.

12.5.3.2 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 grievance or appeal after the action is taken.

12.5.3.3 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.

12.5.3.4 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.

12.5.3.5 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.

12.5.3.6 The employee may respond both orally and in writing to the Pre-Disciplinary Review.

12.5.3.7 The employee must be:

12.5.3.7.1 Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and.

12.5.3.7.2 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 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 employee will be notified of the final effective date.

12.6 CONFIDENTIALITY

12.6.1 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.

12.7 COMPLETE ACTION

12.7.1 The Employer and the Union agree that once discipline and/or an investigation is administered and satisfied, an employee shall not be subjected to any further investigation or subject to discrimination or retaliation related to the underlying event.

12.7.2 Expired disciplinary action, pursuant to Article 11, Records Management, shall not be considered for suitability for transfer or promotional opportunities.

12.8 OFF-DUTY CONDUCT

12.8.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Employer, Department or Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.

ARTICLE 13: GRIEVANCE PROCEDURE

13.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal matter, this Article provides a formal process for problem resolution.

13.2 Probationary employees may not file a grievance under this Article relating to their failure to complete, or the failure of, their Probationary Period.

13.3 "Grievance" means an act, omission, or occurrence which a permanent classified employee feels constitutes an injustice relating to any condition arising out of the relationship between the Employer and the employee, including, but not limited to, compensation, employee's working hours, employee'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 employee's employment, imposition of discipline, or other adverse personnel actions.

13.4 The term 'grievance' does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

13.4.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 21, Unlawful Discrimination.

13.4.2 A change in classification or the allocation of positions (NRS 284.165).

13.4.3 Refusal to examine or certify an applicant for an open position (NRS 284.245).

13.4.4 A denial of Catastrophic Leave (NRS 284.3629).

13.4.5 Reprisal or retaliatory action against a State employee or employee who discloses improper governmental action (NRS 281.641).

13.5 Informal resolution of disputes is encouraged before the parties' resort to the formal grievance procedure.

13.6 Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) employee's Business Days after the date of the incident giving rise to the alleged grievance or the date the grievant became 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) employees' Business Days after the effective date of the discipline at the step set forth in Article 12, Discipline.

13.7 FILING & PROCESSING A GRIEVANCE

13.7.1 Procedure

13.7.1.1 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.

13.7.1.2 An employee 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.

13.7.1.3 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.

13.7.1.4 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.

13.7.2 Contents of Grievance & Recipients of Grievance

13.7.2.1 The written grievance must be filed via the Employer's electronic grievance reporting system, unless that system is not available in which case the employee may file in written format or email to the employee's immediate supervisor, with a copy to the DHRM LRU. The grievance must include the following information:

13.7.2.1.1 The name of the grievant.

13.7.2.1.2 The grievant's job classification, Department, Division, and Section.

13.7.2.1.3 The grievant's contact information,

13.7.2.1.4 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,

13.7.2.1.5 The name(s) of any witness(es) to the alleged incident,

13.7.2.1.6 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,

13.7.2.1.7 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution,

13.7.2.1.8 The specific remedy sought by the grievant, and,

13.7.2.1.9 The name and contact information for the grievant's representative(s), if any.

13.7.2.2 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed in writing with the employee's immediate supervisor at Step 1.

13.7.2.3 Grievances of suspensions, demotions, dismissals, or voluntary transfer will be filed beginning at Step 4.

13.7.3 Modifications to a Grievance

13.7.3.1 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.

13.7.4 Consolidation of Grievances

13.7.4.1 The Employer and the grievant may agree to consolidate grievances arising out of the same set of facts

13.7.5 When Resolution of a Grievance Becomes Binding

13.7.5.1 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.

13.7.5.2 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 on the Budget Division for a determination of whether the resolution is feasible based on its fiscal effects. The resolution is binding only if it is so found.

13.8 INFORMAL RESOLUTION OF A GRIEVANCE

13.8.1 General Provisions

13.8.1.1 The parties should make every reasonable effort to resolve the grievance through informal decisions.

13.8.1.2 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.

13.8.2 Informal Mediation

13.8.2.1 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 Employee to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

13.8.2.2 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.

13.9 WITHDRAWAL OF A GRIEVANCE

13.9.1 A grievance may be withdrawn by the employee 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.

13.9.2 Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant and the Employer.

13.9.3 Step 1 – Immediate Supervisor

13.9.3.1 Step 1 of the grievance process is an attempt by the grievant and their representative(s), if any, and the grievant's immediate supervisor to resolve the dispute.

13.9.3.2 If the grievance involves or is against the employee's immediate supervisor, the employee 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.

13.9.3.3 The supervisor will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) employees' Business Days following the receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.

13.9.4 Step 2 – Division Administrator, Deputy Administrator, or Designee

13.9.4.1 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.

13.9.4.2 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) employee's Business Days following receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.

13.9.4.3 If the grievant wishes to escalate the grievance to the next step, they must do so within fifteen (15) employees' Business Days of the receipt of the Step 2 response.

13.9.5 Step 3 - Department Director, or Designee

13.9.5.1 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 Director, or designee in writing via the Employer's electronic grievance reporting system.

13.9.5.2 The Department Director, 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 fifteen (15) days following receipt of the grievance unless the Employer and the grievant mutually agree in writing to an extension of that time.

13.9.6 Step 4 – Labor Relations Unit

13.9.6.1 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) days employee's Business 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 and resolution may be reached prior to Step 5 of this process.

13.9.6.2 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.

13.9.6.3 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 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.

13.9.6.4 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.

13.9.7 Step 5 – Arbitration

13.9.7.1 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) employee's Business 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) employees' Business 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.

13.9.7.2 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 schedule of arbitration proceedings between the grievant and the Employer.

13.10 ARBITRATION PROCEDURE

13.10.1 Selecting an Arbitrator

13.10.1.1 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 FMCS unless they agree otherwise in writing.

13.10.2 Authority of the Arbitrator

13.10.2.1 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 employee'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 I this Agreement.

13.10.2.2 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.

13.10.2.3 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.

13.10.2.4 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.

13.10.2.4.1 First, the Arbitrator will review de novo whether the employee in fact committed the alleged violation(s). In so doing, the Arbitrator will determine whether substantial evidence of just cause exits to support the Department's/Division's conclusions.

13.10.2.4.2 Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a Department's/Division's conclusions.

13.10.2.4.3 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 vision'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.

13.10.2.4.4 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.

13.10.3 Witnesses

13.10.3.1 When an employee 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.

13.10.3.2 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 AA or the FMCS. The parties shall bear their own costs and expenses for attorneys or other representatives, court reports, and other related arbitration expenses.

13.10.3.3 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.

13.10.3.4 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.

13.10.3.5 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 Employee Management Relations Board (EMRB), pursuant to NAC 288.200, and/or a court of competent jurisdiction.

13.10.4 Attendance at Meetings

13.10.4.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings scheduled in accordance with this Article,

13.10.4.2 An employee will be allowed reasonable time, as determined by the Employer, to travel to and from the meetings referenced above. Time spent traveling during the employees' non-work hours to attend meetings referenced above will not be considered work time.

13.10.4.3 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 meetings, mediation sessions, or arbitration regarding the grievance.

13.10.4.4 When feasible, an employee must provide at least two (2) employee's Business Days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting.

13.10.4.5 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 employee expects the meeting or hearing to take. As determined by the supervisor, any Department/Division business requiring the employee's immediate attention must be completed prior to attending the meeting, mediation, or arbitration. An employee cannot use a State vehicle to travel to and from work site to attend a meeting unless authorized, in writing, to do so by the Department/Division.

13.11 SUCCESSOR CLAUSE

13.11.1 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.

13.12 TIMELINES

13.12.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing. As used herein, "days" refers to employee's Business Days. When calculating a time period stated in days, exclude the day of the event that triggers the period; then count every employee's Business 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.

13.13 FAILURE TO MEET TIMELINES

13.13.1 Failure by the grievant to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.

13.13.2 Failure by the Employer to comply with the timelines will entitle the grievant to move the grievance to the next step of the procedure.

ARTICLE 14: UNION/MANAGEMENT DISPUTE RESOLUTION

14.1 It is the intent of this Article to provide a process by which the Union and the Employer communicate, make formal requests, or resolve any disputes as to the application or interpretation of this Agreement

14.2 THE EXECUTIVE DEPARTMENT

14.2.1 The State of Nevada, also referred to as the "Employer," 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.

14.3 THE UNION

14.3.1 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.

14.4 DISPUTE RESOLUTION

14.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to the LRU at laborrelations@admin.nv.gov or to the NPOA at info@nsleoa.org, respectively.

14.4.2 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.

14.4.3 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.

14.5 UNION GRIEVANCE

14.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. 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.

14.5.2 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.

14.6 UNION GRIEVANCE PROCESS

14.6.1 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.

14.6.2 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.

14.6.2.1 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.

14.6.2.2 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.

14.6.3 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.

14.6.4 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.

14.6.5 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.

14.6.6 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.

14.6.7 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

14.6.8 the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.

14.6.9 When an employee 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.

14.6.10 The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.

14.6.11 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.

14.6.12 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.

14.7 SUCCESSOR CLAUSE

14.7.1 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.

14.8 COLLECTIVE BARGAINING NEGOTIATIONS

14.8.1 The parties agree to conduct formal negotiations including any potential need for mediation or impasse in accordance with NRS 288.

ARTICLE 15: UNION RIGHTS

15.1 EMPLOYEE RIGHTS

15.1.1 Employees have the right to become a member of the Union.

15.1.2 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.

15.1.3 Except as otherwise specified in this Agreement, 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.

15.1.4 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.

15.2 UNION RIGHTS

15.2.1 The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of Rights, and any amendments thereto.

15.3 UNION STAFF REPRESENTATIVES

15.3.1 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.

15.3.2 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.

15.3.3 The Employer will recognize any Union Staff Representative on the list.

15.3.4 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.

15.3.5 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.

15.3.6 Access for Union Staff Representatives

15.3.6.1 Union Staff Representatives may have access to the Employer's offices or facilities in accordance with Department/Division policy to carry out representational activities.

15.3.6.2 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.

15.3.6.3 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.

15.3.6.4 In accordance with this Article, Union Staff Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal breaks, rest periods, and before and after their shifts.

15.4 UNION REPRESENTATIVES

15.4.1 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.

15.4.2 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.

15.4.3 A Union Representative may represent any employee 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 employee as a Union Representative if their name does not appear on the list.

15.4.4 In the event an employee requests Union representation and the Union Representative is not on the list, the Union must expressly classify the employee 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.

15.4.5 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.

15.4.6 Union Representatives must request and receive approval prior to being released for representational duties.

15.4.7 Representational duties will be coded to Union Leave for the Union Representative's time.

15.5 USE OF STATE FACILITIES, RESOURCES, & EQUIPMENT

15.5.1 Meeting Space & Facilities

15.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings for Union business, subject to the Department's/Division's policy, availability of the space, and with prior written authorization of the Employer.

15.5.2 Supplies & Equipment

15.5.2.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of 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.

15.5.3 Email, Fax Machines, Telephones, the Internet, & Intranets

15.5.3.1 Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

15.5.3.2 The Union and employees 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.

15.5.3.3 The Employer and the Union agree that Union employees 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.

15.5.3.4 If the Union employee 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 employee or designee will still have the ability to use State-owned equipment for the purposes of this research.

15.5.3.5 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 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

15.5.3.5.1 Result in little or no cost to the Employer.

15.5.3.5.2 Be brief in duration and frequency.

15.5.3.5.3 Not interfere with the performance of their official duties.

15.5.3.5.4 Not distract from the conduct of State business.

15.5.3.5.5 Not disrupt other State employees and will not obligate other employees to make personal use of State resources.

15.5.3.5.6 Not compromise the security or integrity of State information or software.

15.5.3.5.7 Not include general communication and/or solicitation with employees.

15.5.3.6 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.

15.5.4 Bulletin Boards

15.5.4.1 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.

15.5.4.2 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.

15.5.4.3 Union communications will not be posted in any other location in the Department/Division.

15.5.5 Distribution of Material

15.5.5.1 An employee may have access to their work site for the purpose of distributing information to other bargaining unit employees, provided:

15.5.5.2 The employee is off duty.

15.5.5.3 The distribution does not disrupt the Employer's operation.

15.5.5.4 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.

15.5.5.5 The employee must notice the Employer in advance of their intent to distribute information.

15.5.5.6 Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

15.6 TIME AWAY FROM WORK FOR UNION ACTIVITIES – UNION LEAVE

15.6.1 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.

15.6.2 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.

15.6.3 Approved Union Leave taken during normal working hours will be considered time worked including for the purposes of computing overtime.

15.6.4 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. Employees 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.

15.6.5 The Union will provide the Department/Division and DHRM LRU, 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 fifteen (15) Business Days prior to the activity absent unforeseen circumstances.

15.6.6 An employee 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.

15.6.7 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.

15.7 UNION LEAVE

15.7.1 Union Leave is paid leave that may be used when a Union Representative is performing Union-related duties.

15.7.2 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.

15.7.3 In the event immediate representation is requested due to a representational need or a critical incident, such as an Employees-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.

15.7.4 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.

15.7.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.

15.7.6 The Employer may approve leave for the purpose of negotiating a successor Collective Bargaining Agreement (CBA). In the event the Union needs 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.

15.7.7 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fifteen (15) Business Days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.

15.7.8 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.

15.7.9 No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

15.8 CONFIDENTIALITY DURING NEGOTIATIONS

15.8.1 Bargaining sessions will be closed to the press and the public.

15.8.2 No proposals will be placed on the parties' websites or distributed to individuals not on the formal negotiations' teams.

15.8.3 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.

15.8.4 The parties shall not maneuver around the formal negotiations teams to gain any advantage in the negotiations process.

15.8.5 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 16: UNION DUES

16.1 NOTIFICATION TO EMPLOYEES

16.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit 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.

16.2 UNION DUES DEDUCTIONS

16.2.1 Deduction of Union Dues is strictly a voluntary deduction.

16.2.2 The Union will provide the Employer with a copy of the employee's signed membership document.

16.2.3 The Union will provide the designated pay center for the employee's Department/Division with the percentage and maximum dues amount to be deducted from the employee's paycheck.

16.2.4 Within thirty (30) days of receipt of the completed and signed membership document, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.

16.2.5 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

16.2.6 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.

16.3 STATUS REPORTS

16.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information:

16.3.1.1 Employee name.

16.3.1.2 Mailing address.

16.3.1.3 Employee job title.

16.3.1.4 Department and Division. Official duty station or work site.

16.3.1.5 Work phone number.

16.3.1.6 Work email address.

16.3.1.7 Date of hire.

16.3.1.8 Pay grade.

16.3.1.9 Pay step.

16.3.1.10 Seniority date.

16.3.1.11 Separation date.

16.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.

16.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

16.4 REVOCATION

16.4.1 An employee may revoke their authorization for payroll deduction of Union 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 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.

16.5 INDEMNIFICATION

16.5.1 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.

16.5.2 The Department/Division agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

ARTICLE 17: TRAINING & PROFESSIONAL DEVELOPMENT

17.1 GENERAL PROVISIONS

17.1.1 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 employees' professional development.

17.2 MANDATORY TRAINING

17.2.1 Employees 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 employees time during their regularly scheduled workday to complete mandatory training.

17.2.2 The Employer will provide access for all employees to all mandatory training courses via online programs, in-person classes, or independent study courses.

17.2.3 Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.

17.2.4 The Employer and all Departments and Divisions will make reasonable attempts to schedule any Employer-required training during the employee's regular work shift.

17.2.5 Attendance at Employer-required training will be considered time worked in accordance with Article 10, Compensation.

17.2.6 Absent extenuating circumstances, failure to successfully complete mandatory training may subject an employee to disciplinary action.

17.3 SPECIALIZED MANDATORY TRAINING

17.3.1 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/Division.

17.3.2 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.

17.3.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 18, Safety & Health.

17.3.4 Training and employee development opportunities outside of mandatory training courses may be provided within available resources.

17.3.5 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action up to and including dismissal.

17.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

17.4.1 The DHRM Office of Officer 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.

17.4.2 Employees can find a complete course listing by visiting the OED website.

17.4.3 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.

17.4.4 The Risk Management Division provides Statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention.

17.4.5 Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

17.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

17.5.1 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.

17.5.2 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.

17.5.3 Attendance at continuing education courses are considered work time in accordance with Article 8, Compensation. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.

17.5.4 Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under SAM.

17.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

17.6.1 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.

17.6.2 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/Division.

17.6.3 Following an employee's submission of the standardized request form, the employee'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 employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

17.7 PROFESSIONAL ASSOCIATION DUES

17.7.1 Professional association dues for individual State employees are not an allowable expense under SAM.

17.8 TRAINING RECORDS

17.8.1 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.

17.9 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

17.9.1 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.

17.9.2 The Union will present the training to current Union Representatives within each bargaining unit. The training will last no longer than one workday, up to ten (10) hours, per the duration of this Agreement.

17.9.3 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.

17.9.4 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 and Union Staff Representatives attending each CBA training.

17.10 TUITION REIMBURSEMENT

17.10.1 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 employee must submit an application for approval for tuition reimbursement to the Employer through the Department/Division prior to the start of the educational course.

17.10.2 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.

17.10.3 Absent an agreement to the contrary, when an employee 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 18: SAFETY & HEALTH

18.1 GENERAL PROVISIONS

18.1.1 The Employer, employee, and the Union have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

18.1.2 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).

18.1.3 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.

18.1.4 The Department/Division may direct employees to use leave in accordance with Article 9, Leave, Section 8 Sick Leave, when employees self-report a contagious health condition.

18.1.5 The Department/Division may direct employees to use leave in accordance with Article 9, 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.

18.1.6 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department/Division.

18.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

18.2.1 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.

18.2.2 PPE may include but not be limited to those items appropriate for the employee to effectuate their duties in a safe manner.

18.2.3 The Employer and Department/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.

18.2.4 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

18.2.5 The Employer will follow its policies and procedures regarding safety training for all employees.

18.2.6 The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, the Employer's Risk Management Division requirements, and Article 23, Labor Management Committees.

18.3 SAFETY COMMITTEES

18.3.1 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. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.

18.3.2 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).

18.3.3 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

18.4 ERGONOMIC ASSESSMENTS

18.4.1 At the request of the employee, the employee's Department/Division will ensure that an ergonomic assessment of the employees' workstation is completed. Solutions to identified issues/concerns will be implemented within available resources.

18.5 PHYSICAL STANDARDS – CATEGORY II PEACE OFFICERS

18.5.1 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/Division policies and procedures.

18.5.2 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. Employees are responsible for compliance with any orders given to them by the certified occupational health physician conducting the annual physical.

18.6 AIR QUALITY ASSESSMENTS

18.6.1 Air quality concerns regarding specific work locations brought to the Safety Committee will be evaluated and processed in accordance with this Article.

18.7 WORKPLACE VIOLENCE

18.7.1 The Employer and the Union agree that the personal safety and health of each employee is of primary importance.

18.7.2 It is the responsibility of all employees to support safety and health programs. Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor. This may include restraining orders granted against their disgruntled spouse, domestic partner, an acquaintance, or others.

18.7.3 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,

18.7.4 Risk Management Division. All incidents will be immediately investigated, and appropriate action taken.

18.7.5 The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

ARTICLE 19: ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE

19.1 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.

19.2 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with Federal and State law.

19.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

19.3.1 The Employer offers an EAP to all employees.

19.3.2 An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.

19.4 TOBACCO-FREE WORKPLACE

19.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).

19.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

19.4.3 Employees who wish to receive resources on smoking and tobacco cessation should visit www.nevadatobaccoquitline.com.

ARTICLE 20: REASONABLE ACCOMMODATION

20.1 The Employer and the Union will comply with Americans with Disability Act of 1990 and ADA Amendments Act of 2009 (ADAAA) and all other relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

20.2 If an employee appeals their reasonable accommodation, the employee may have a Union Representative present during any appeals meeting. All medical information disclosed during this process will be kept confidential by the Employer and any Union Representative.

ARTICLE 21: UNLAWFUL DISCRIMINATION

21.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

21.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, breastfeeding, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, victim of sexual assault or domestic violence, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws (NRS 608.0198), regulations or executive orders.

21.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

21.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures.

21.2.2 Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

21.2.3 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint for unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 22: WORKPLACE ENVIRONMENT

22.1 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. 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.

22.2 APPEARANCE

22.2.1 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.

22.3 SECONDARY EMPLOYMENT

22.3.1 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 through Department/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). Secondary employment shall not be considered any paid or unpaid position with the employee's Union, bargaining unit, or any subsidiary thereof.

22.3.2 A copy of all policies, procedures, and Departmental/Divisional Penalties & Prohibitions will be made available to employees on request. The SAM is available for all employees on the Governor's Office of Finance website.

ARTICLE 23: LABOR MANAGEMENT COMMITTEES

23.1 GENERAL PROVISIONS

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 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 employees.

23.1.2 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.

23.1.3 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.

23.1.4 Employees 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.

23.2 COMMITTEES

23.2.1 The following Committees will be established:

23.2.1.1 Employer Union/Management Communications Committee

23.2.1.2 Department-wide/Division-wide Union/Management Communications Committee

23.2.1.3 Joint Safety Committee

23.3 SCOPE OF AUTHORITY

23.3.1 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 understanding. The Committees' activities and discussions will not be subject to grievance under Article 13, Grievance Procedure.

ARTICLE 24: MANDATORY SUBJECT BARGAINING

24.1 GENERAL PROVISIONS

24.1.1 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.

24.1.2 The Employer, through the DHRM LRU, will notify the Union of the change(s) in writing, citing this Article. The written notice will include:

24.1.2.1 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.

24.1.2.2 Where the change will occur; and,

24.1.2.3 The date the Employer intends to implement the change.

24.1.3 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).

24.1.4 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.

24.1.5 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.

24.1.6 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.

24.1.7 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.

24.1.8 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 25: LEGAL REPRESENTATION

25.1 If an employee is in the course and scope of their employment and is performing their prescribed and authorized work duties, the Employer shall:

25.1.1 If a civil action is served upon any such employee, pursuant to NRS 41.0339, the Employer shall provide for the defense, including the defense of crossclaims and counterclaims, of any present or former employee 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:

25.1.1.1 Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, the employee submits a written request for defense:

25.1.1.2 To the Attorney General; or,

25.1.1.3 To the head of the employees

25.1.1.4 Department/Division and the Attorney General; and,

25.1.1.5 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.

25.1.2 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.

25.1.3 Pursuant to NRS 41.03455, at any time after a written request for defense is submitted to the Attorney General, the employee 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 employee and is not liable for any expenses in defending the action, including court costs and attorney's fees.

25.1.4 Pursuant to NRS 41.0346, the Attorney General may seek to withdraw as the attorney of record for an employee 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 employee's conduct was not within the course and scope of their duties or was wanton and malicious; if the employee fails to cooperate in good faith with the defense of the case.

25.1.5 An employee in this circumstance may be on 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.

25.1.6 Pursuant to NAC 284.589, an employee 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 employee requests leave for a period of time that is reasonably needed for the meetings, interviews, depositions, court hearings, or other duties and if the employee requests leave at least two (2) weeks before the leave is needed, unless such notice is impracticable.

ARTICLE 26: STRIKES

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 the operations of the State regardless of the reason for so doing.

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: ENTIRE AGREEMENT

27.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

27.2 The Employer and Union agree that where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.

27.3 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 unqualified 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.

27.4 The parties agree that references in this Agreement to sections of the Nevada Administrative Code (NAC) are those in effect on July 1, 2025. The Employer shall maintain any portions of the NAC refenced in this agreement, which shall be made available to any employee covered by this agreement or the union at their request to DHRM LRU.

ARTICLE 28: SAVINGS CLAUSE

28.1 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 29: APPROPRIATIONS

29.1 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 fuds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislature measure to effectuate those provisions under this Agreement that require legislative appropriations.

29.2 Legislature non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.

29.3 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.

29.4 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.

29.5 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

ARTICLE 30: TERM OF AGREEMENT

30.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions 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.

30.2 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.

IN WITNESS WHEREOF, the parties have executed and delivered this Unit H Collective Bargaining Agreement as of the effective date of July 1, 2025.

FOR THE STATE OF NEVADA:

BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM

JOSH REID
Special Counsel – Labor Relations

For the Union :

Sean Gallagher
Chief Negotiator 05/13/2025

APPROVED AS TO FORM

05/13/2025
– Sean Gallagher

APPENDIX A

Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA)			
Title Code	**Job/Position Title**	**BU**	**GRADE**
13.237	AG Cybercrime Investigator II	NPOA	43
13.238	AG Cybercrime Investigator I	NPOA	41
13.243	Criminal Investigator III	NPOA	41
13.244	Criminal Investigator II	NPOA	39
13.245	Criminal Investigator I	NPOA	37
13.248	AG Criminal Investigator II	NPOA	41
13.249	AG Criminal Investigator I	NPOA	39
13.256	Compliance/Enforcement Investigator III	NPOA	41
13.257	Compliance/Enforcement Investigator II	NPOA	40
13.258	Compliance/Enforcement Investigator I	NPOA	38
13.265	Youth Parole Counselor III	NPOA	41
13.266	Youth Parole Counselor II	NPOA	40
13.267	Youth Parole Counselor I	NPOA	36

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.

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: May 19, 2025

To: Tiffany Greenameyer, Clerk of the Board
Governor's Finance Office

From: Shauna Tilley, Executive Branch Budget Officer
Governor's Finance Office

Subject: BOARD OF EXAMINERS **ACTION** ITEM

The following describes an action item submitted for placement on the agenda of the next Board of Examiners' meeting.

DEPARTMENT OF ADMINISTRATION
DIVISION OF HUMAN RESOURCE MANAGEMENT

Agenda Item Write-up:

Pursuant to NRS 288.555, subsection 1, the Department of Administration, Division of Human Resource Management acting on behalf of the Executive Department of the State of Nevada, requests approval of the new Collective Bargaining Agreement (CBA) with the Nevada Peace Officer Association for the 2025-2027 biennium for Bargaining Unit M, comprised of Supervisory Category II Peace Officers. The estimated fiscal impact of the CBA for the biennium is $122,083.

Additional Information:

NRS 288, through Senate Bill 135 of the 2019 Legislature, grants certain state employees the right to organize and collectively bargain, requiring the State to recognize and negotiate wages, hours and other terms and conditions of employment with labor organizations that represent state employees and to enter into written agreements evidencing the result of collective bargaining, and requires that a new CBA be approved by the Board of Examiners at a public hearing. Nevada Peace Officer Association was certified the exclusive representative for the state employees in Bargaining Unit M and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED:_____

ACTION ITEM:_____

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

FROM: Bachera Washington, Division Administrator, Division of Human Resource Management

SUBJECT: Consideration and Approval of the Nevada Police Officers Association (NPOA), Unit M - Supervisory, Collective Bargaining Agreement for 2025-2027

DATE: May 14, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Nevada Peace Officers Association, (NPOA), Unit M - Supervisory, began negotiations for a new collective bargaining agreement (CBA) in September 2024.

The State of Nevada and NPOA bargained and came to an agreement on all issues except the following articles:

- Compensation
- Leave

An arbitration was conducted in March 2025, and a decision was made by the arbitrator in May 2025. The attached agreement was ratified by NPOA membership in May 2025.

Request in Front of the Board

Pursuant to NRS 288.555, the Division of Human Resource Management, (DHRM) is respectfully placing the NPOA Unit M - Supervisory, CBA, for the contract term of July 1, 2025 through June 30, 2027, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2025.

Key financial impacts from the creation of NPOA, Bargaining Unit M - Supervisory

- Effective July 1, 2025, the salary schedules for employees in Bargaining Unit H, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026.
- Effective July 1, 2026, the salary schedules for employees in Bargaining Unit H, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2027. Fiscal Impact:
- Employees in Bargaining Unit H shall receive the same continuity of service payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.
- Employees in Bargaining Unit M shall receive the same retention incentive payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department unclassified, non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.
- Union Leave – Effective July 1, 2025, the Union will have an aggregate pool of four hundred and eighty (480) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

Thank you for your consideration.

Attachments: NPOA, Unit M – Collective Bargaining Agreement
NPOA, Unit M - 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit M - Category II Peace Officer Supervisors
with **Nevada Peace Officers Association (NPOA)**

In Governor's Recommended budget:	FY26	FY27
FTE	30.00	30.00
PCNs	30	30

Key points in this agreement:		Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
·	Fiscal Year 2026 Cost of Living increase to match that provided for non-covered employees.	$ -	$ -	None included in Governor's Recommended budget
·	Fiscal Year 2027 Cost of Living increase to match that provided for non-covered employees.	$ -	$ -	None included in Governor's Recommended budget
·	Continuity of Service incentive to match that provided for non-covered employees.	$ -	$ -	Included in Governor's Recommended budget
·	Retention incentive to match that provided for non-covered employees.	$ -	$ -	None included in Governor's Recommended budget
·	Union Leave of 480 hours per fiscal year.	$ 60,998	$ 61,085	Estimated using average hourly pay x 1.5, assuming overtime coverage of duty.
	Total estimated fiscal impact:	**$ 60,998**	**$ 61,085**	
		Biennium Total:	**$ 122,083**	

State of Nevada

&

Nevada Peace Officer Association (NPOA)

Unit M Supervisory

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this NEVADA PEACE OFFICER ASSOCIATION, UNIT M, COLLECTIVE BARGAINING AGREEMENT ("Agreement" or "CBA") entered into on July 1, 2025, by and between the STATE OF NEVADA ("State" or "Employer") and the NEVADA PEACE OFFICER ASSOCIATION ("NPOA" or "Union") as the exclusive representative of Bargaining Unit M employees, together referred to as the "parties." This Agreement covers State employees in Bargaining Unit M, which is comprised of Supervisory Category II Peace Officers. It is the intent of the parties that this Agreement governs over any applicable legislation passed during the 2025 Legislative Session regarding compensation and benefits provided to State employees unless otherwise specified in this Agreement.

ARTICLE 1: UNION RECOGNITION

1.1 The State recognizes the NPOA as the exclusive bargaining agent for Bargaining Unit M for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Unit M, which is comprised of Supervisory Category II Peace Officers. The positions included in Bargaining Unit M are described in Appendix A of this Agreement. The titles of positions listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The State will inform the Union of any proposed changes to the job classifications in Appendix A at least thirty (30) calendar days prior to the effective date of the change.

ARTICLE 2: DEFINITIONS

"Appointing Authority" is defined in NAC 284.022.

"Appointment" is defined in NAC 284.023.

"Break in service" is defined in NAC 284.026.

"Category II Peace Officer" is defined in NRS 289.470.

"Class" is defined in NAC 284.030.

"Classification" is defined in NAC 284.036.

"Classified service" is comprised of employees other than non-classified, unclassified, or elected officers, who are selected and governed by the State's merit system.

"Continuous service" is defined in NAC 284.0525. " Demotion" is defined in NAC 284.065.

"Department" is defined in NAC 284.055.

"Division" means an organizational unit in the Executive Branch of State government that is designated as a Division.

"Division of Human Resource Management (DHRM)" is the Division within the Department of Administration

" EAP" is the Employee Assistance Program.

"Family member" is defined to include: Child, stepchild, or for whom the employee stands in loco parentis, is a legal guardian or is a de facto parent, regardless of age or dependency status. Biological, adoptive, de facto, foster parent, stepparent, or legal guardian of an employee, or the employee's spouse or registered domestic partner, or a person who stood in loco parentis the employee was a minor child. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

"FTO" is a Field Training Officer.

" Full-time employee" means an employee whose work schedule is equal to one hundred percent (100%) of the full-time equivalent (FTE) established for the position. Full-time employees are scheduled to work a consistent work schedule of forty (40) hours per workweek.

"Garrity" refers to the protections required under Garrity v New Jersey, 385 U.S. 273 (1967) and Gandy v. State ex rel. Division of Investigation and Narcotics, 96 Nev. 281 (1980), that if an employee discloses information during the course of an investigation that indicates that they maybe guilty of criminal conduct, their incriminating statements cannot be used against them in any criminal proceeding.

"Grade" or "Salary grade" is defined in NAC 284.066.

"Innovative Work Week" means a work schedule that differs from a Standard or Non-standard workweek.

"Just Cause" Just cause shall mean discipline that is not arbitrary or capricious, which is reasonably related to the seriousness of the offense and the employee's service history, and for which the employee has received due process.

"Labor Relations Unit (LRU)" is the Division of Human Resource Management's Labor Relations Unit.

"Mediation" means assistance by an impartial third party to reconcile differences between the Executive Department or a local government employer and an exclusive representative through interpretation, suggestion, and advice (NRS 288.065).

"Minimum qualifications" means the qualifying age, basic work experience, education, training, and/or licensure necessary to be considered for a job. Minimum qualifications are an indication of what is required to be successful in a job.

"Paid status" means the time that an employee is working or on a paid leave of absence, excluding Catastrophic Leave.

"Part-Time employee" means an employee whose work schedule is less than one hundred percent (100%) full-time equivalent (FTE) for an officer's pay class designation. Part-time employees are scheduled to work a consistent work schedule of less than forty (40) hours per workweek.

"Peace Officer Standards & Training (POST)" is the regulatory agency that establishes the minimum qualifications, training, and standards for Nevada's Peace Officers. POST is the governing authority for the behavior, basic and professional certification, course certification, and training requirements for all Peace Officers in Nevada. http:// post.nv.gov/

"Performance Improvement Plan (PIP)" is a tool to give an employee with behavior issues or performance deficiencies the opportunity to follow a strict plan with a goal of successfully correcting their behavior or performance.

"Permanent employee" is a classified employee who has successfully completed the Probationary Period for any class held during continuous State service.

"Permanent status" means the standing achieved in a class when; 1) an employee has successfully completed the Probationary Period for the class; or, 2) the appointment does not require a new Probationary Period and the employee does not hold another type of status of appointment for the class.

"Position" is a group of duties and responsibilities that have been assigned to a single job.

"Probationary Employee" is an employee who has not completed the Probationary Period for any class held during continuous State service. Probationary Employees may not appeal separation from State employment for performance or disciplinary reasons through the grievance process outlined in this Agreement.

"Probationary Period" is a twelve (12) month period of an employee's initial appointment to a position.

"Prohibitions & Penalties" or P&P's are the policies of a Department or Division approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding an employee.

"Promotion" means an advancement to a position in a class that has a higher salary grade than the class previously held.

"Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or enjoy the benefits and privileges of employment equal to those enjoyed by employees without disabilities, without creating an undue hardship on the Employer.

"Reemployment" means a noncompetitive appointment of a current or former employee to a class for which the employee has reemployment rights because of military service, layoff, a permanent disability arising from a work-related injury or illness, seasonal separation, reallocation, or reclassification of the position to a lower salary grade.

"Regular Day Off (RDO)" is an employee's assigned day off.

"Reinstatement" means a noncompetitive appointment of a former permanent employee to a class the employee formerly held or to a comparable class.

"Seniority" is the status attained by employees based on their initial date of hire with the State, their length of service within a Department or Division, and/or their length of service within a job classification.

"Skills and abilities" means the technical or manual proficiencies which are usually learned or acquired through training and are measurable and observable, and the demonstrable capacity to apply several sets of knowledge and skills simultaneously to complete a task or perform an observable behavior.

State Administrative Manual (SAM), refers to the most recent version of the SAM as created by the Department of Administration Division of Human Resources.

"Standard workweek" means a work schedule of five shifts of eight hours a day with a maximum of 40 hours per week from Monday through Friday.

"Step" is a specific hourly rate of pay within a salary grade.

"Strike" means any concerted: stoppage of work, slowdown, or interruption of operations by employees of the State of Nevada; absence from work by employees of the State of Nevada upon any pretext or excuse, such as illness, which is not founded in fact; or, interruption of the operations of the State of Nevada or any local government employer by any employee organization or labor organization (NRS 288.074). Strikes are illegal in the state of Nevada.

"Transfer" means a noncompetitive appointment in which an employee moves from one position to another position in the same class or related class with the same salary grade, or a competitive appointment in which an employee moves to a position in a different class with the same salary grade.

"Trial Service Period" means the six (6) month, or twelve (12) month, Probationary Period served by a permanent employee who has been promoted to or who has voluntarily transferred to a vacant position.

"Underfill" means the filling of a position with an employee holding a lower classification, except for those situations where the employee is in a classification that is a training or intermediate level preparation to promotion to the journey level class.

"Uniformed Services Employment & Reemployment Rights Act (USERRA)" https://www.dol.gov/agencies/vets/programs/userra

"Union" is a representative organization or association formed by employees with common interests or purposes. The Union for this Agreement is the Nevada Peace Officer Association (NPOA), www.nsleoa.org

"Union Representative" or "Union Steward" is an employee of the Employer a trained Union official who represents and defends the interest of fellow employee relative to the CBA.

"Workday "is one (1) of seven (7) consecutive, twenty-four(24) hours periods in a workweek.

"Work schedule" means the workweeks and work shifts of different numbers of hours that are established by the Employer in order to meet business and customer service needs.

"Work shift" means the hours an employee is scheduled to work each workday in a workweek.

"Workweek" is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following

ARTICLE 3: MANAGEMENT RIGHTS

3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.

3.2 The Employer retains all rights of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada constitution and State statues.

3.3 Nothing contained within this Agreement shall modify management rights.

3.4 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

ARTICLE 4: HIRING & APPOINTMENTS

4.1 The Employer will perform all hiring and appointments as outlined in NRS 284. 205 to NRS. 284.330, NRS Chapter 289, NAC 284.295 to NAC 284. 441 and NAC Chapter 289.

4.2 The Employer and Union agree all agencies with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NAC 289 and allow the examination of an employee's personnel file.

4.3 The Employer and the Union agree that employees within this agreement, that have been selected to transfer to a new Department or Division, will be subject to a new background investigation as detailed in NAC 289.110(2), (including a new personal history questionnaire) starting from the date the last verified background investigation was conducted by the Employer. Lie detector tests will be limited to a computer voice stress analyzer (CVSA). The Department or Division may request a new psychological evaluation. The Department or Division has the discretion to require a new Post Physical Fitness Test (PPFT) if the new position has job functions different from the employee's current job functions.

4.4 The Employer and Union agree that a permanent employee, covered under this agreement, who is selected to transfer or promote to any position within their same Department or Division will not be subject to any type of background investigation, psychological examination, lie detector, medical examination, or physical agility test.

ARTICLE 5: LAYOFF & REEMPLOYMENT

5.1 The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article 3, Management Rights.

5.2 LAYOFF & REEMPLOYMENT PROCEDURE

5.2.1 The Employer will follow the provisions of NRS 284.380 and NAC 284.612 to 284.632, et. seq., for matters related to layoffs and reemployment.

5.3 SENIORITY

5.3.1 For layoffs and reemployment, the Employer shall calculate seniority pursuant to NAC 284.632.

ARTICLE 6: HOURS OF WORK

6.1 This Article outlines the general administration of hours of work and shall not be construed as an exhaustive representation of the Employer's policies and procedures regarding hours of work for employees.

6.2 Employees are also required to comply with Department and Division policies, Standing Orders, and Administrative Regulations, as amended, with respect to their hours of work.

6.3 WORK SCHEDULES

6.3.1 Work schedules for employees covered under this Agreement will be assigned according to Department or Division policy.

6.3.2 Work schedule will normally include two (2) consecutive regular days off ("RDO's"); however, the employee's Department or Division may adjust their regular work schedule with prior notice to the employee.

6.3.3 Work schedules may be comprised of:

6.3.3.1 Five (5) eight (8) hour shifts per Workweek; or,

6.3.3.2 Four (4) ten (10) hour shifts per Workweek; or,

6.3.3.3 A variable Innovative Workweek approved by the employee's Department or Division.

6.3.4 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s).

6.3.5 This Agreement shall not be construed to guarantee that an employee will work any number of hours per shift, or per Workweek.

6.4 MEAL BREAKS AND REST PERIODS

6.4.1 The Employer will administer paid meal breaks and rest periods in accordance with NAC 284.524 to 284.5243, et. seq..

6.5 TEMPORARY SCHEDULE CHANGES

6.5.1 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less.

6.5.2 Employees will receive three (3) calendar days' notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that the notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.

6.5.3 Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer.

6.6 PERMANENT SCHEDULE CHANGES

6.6.1 An employee's Workweek and work schedule may be permanently changed with prior notice from the Department or Division.

6.6.2 Employees who choose Disability Retirement must apply to PERS for their benefit before they separate from State service. Applications for Disability Retirement can be obtained at www.pers.org.

6.7 EMPLOYEE-REQUESTED SCHEDULE CHANGES

6.7.1 An employee's Workweek and work schedule may be changed at the employee's request with the approval of the employee's Department or Division, provided the Department's or Division's operational needs are met and no overtime expense is incurred.

6.8 TIME REPORTING

6.8.1 Employees covered under this Agreement will accurately record time worked in accordance with NAC 284.5255 and any other process established by their Department or Division.

ARTICLE 7: COMPENSATION

7.1 SALARY PAYMENT

7.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employees pay rates are set within a salary grade at a specific step. Appendix A, "Salary Schedules for Bargaining Unit M" details the salary schedules for employees covered under this Agreement.

7.1.2 Effective July 1, 2025, the salary schedules for employees in Bargaining Unit M, as shown in Appendix A, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026.

7.1.3 Effective July 1, 2026, the salary schedules for employees in Bargaining Unit M, as shown in Appendix A, will reflect a COLA at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2027.

7.2 MERIT PAY INCREASE

7.2.1 An employee shall receive a merit pay or step increase each year of this Agreement on their pay progression date pursuant to NAC 284.194-196.

7.3 CONTINUITY OF SERVICE PAYMENTS (Longevity Pay)

7.3.1 Employees in Bargaining Unit M shall receive the same continuity of service payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

7.4 RETENTION PAYMENTS

7.4.1 Employees in Bargaining Unit M shall receive the same retention incentive payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

7.5 SALARY RATES

7.5.1 Upon an employee's initial appointment to a job classification within the bargaining unit covered under this Agreement, the employee's salary shall be determined pursuant to NAC 284.170.

7.5.2 Upon an employee's promotion to a position in a higher job Classification, the employee's salary rate shall be determined pursuant to NAC 284.172.

7.5.3 Upon an employee's involuntary demotion, the employee's salary shall be determined pursuant to NAC 284.173.

7.5.4 If an employee is promoted to a position in a higher job classification, but the employee fails to complete a Trial Service Period, the employee will be placed in their former job Classification, salary grade and step prior to their promotion.

7.6 CALLBACK PAY

7.6.1 Callback Pay will be administered in accordance with NAC 284.214.

7.7 OVERTIME & COMPENSATORY TIME

7.7.1 The Employer and the Union agree overtime and compensatory time will be paid in accordance with NAC 284.

7.8 DANGEROUS DUTY PAY

7.8.1 Dangerous Duty Pay will be administered in accordance with NAC 284.208.

7.9 SHIFT DIFFERENTIAL PAY

7.9.1 Shift Differential Pay shall be paid in accordance with NAC 284.210

7.10 SPECIAL ADJUSTMENTS TO PAY

7.10.1 Special Adjustments to Pay shall be administered pursuant to NAC 284.206.

7.10.2 Employees are not entitled to receive Assignment Pay for more than one temporary assignment given to the employee. Overtime pay is calculated at one and one-half times (1.5) the regular hourly rate of pay.

ARTICLE 8: LEAVE

8.1 ADMINISTRATIVE LEAVE

8.1.1 Administrative Leave shall be used and administered pursuant to NAC 284.589.

8.2 ANNUAL LEAVE

8.2.1 Employees shall accrue Annual Leave pursuant to NAC 284.538 to NAC 284.5415, et. seq..

8.2.2 The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of two hundred forty (240) hours

8.2.3 Upon the death of an officer in State service, the officer's estate will be compensated in a lump sum payment for any accrued but unused Annual Leave hours in the officer's Annual Leave bank.

8.3 CATASTROPHIC LEAVE

8.3.1 The use and administration of Catastrophic Leave shall be pursuant to NAC 284.575 to 577, et. seq.

8.4 CIVIL LEAVE (JURY DUTY)

8.4.1 Civil Leave shall be used and administered pursuant to NAC 284.582 to 284.587, et. seq..

8.5 HOLIDAYS

8.5.1 Employees will be provided with the following non-working holidays per year:

New Year's Day - January 1
Martin Luther King, Jr.'s Birthday - Third Monday in January
Presidents' Day - Third Monday in February
Memorial Day - Last Monday in May
Juneteenth – June 19
Independence Day - July 4
Labor Day - First Monday in September
Nevada Day Observed - Last Friday in October
Veterans' Day - November 11
Thanksgiving Day - Fourth Thursday in November

Family Day - The Friday immediately following the fourth Thursday in November

Christmas Day - December 25

8.6 HOLIDAY PAY

8.6.1 Holiday Pay shall be administered pursuant to NAC 284.255 to 284.258, et. seq..

8.7 MILITARY LEAVE

8.7.1 Military Leave shall be used and administered pursuant to NAC 284.5785 and USERRA.

8.7.2 Employees who have taken leave under this Article, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.

8.7.3 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to USERRA.

8.8 SICK LEAVE

8.8.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NAC 284.542 to 284.5777, et. seq..

8.8.2 An employee may be placed on mandatory Sick Leave by the Department or Division Director pursuant to NAC 284.568.

8.8.3 Employees may be required to provide a medical certification pursuant to NAC 284.566. If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be placed on AWOL status and may be subject to disciplinary action.

8.9 SICK LEAVE CALL IN FOR EMPLOYEES IN A POSITION REQUIRING RELIEF

8.9.1 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice the duty supervisor as soon as practicable but, not less than two and one-half (2½) hours prior to their scheduled time to report to work.

8.10 RESTRICTIONS WHILE ON SICK LEAVE

8.10.1 An employee who calls in sick must remain at their place of residence, a medical facility, a doctor's office, or shall notify their supervisor of the location they will be convalescing during the use of paid Sick Leave. Failure to abide by this Section may constitute Sick Leave abuse and may result in disciplinary action.

8.11 SICK LEAVE ABUSE

8.11.1.1 The use of Sick Leave for purposes other than defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse.

8.11.1.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse.

8.11.1.3 Sick Leave abuse may lead to disciplinary action

8.12 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION)

8.12.1 Workers' Compensation shall be administered pursuant to NRS Chapters 616A to 616D, et. Seq., and NAC 284.5775 and 284.5777.

8.13 BEREAVEMENT LEAVE

8.13.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.

8.13.2 Bereavement Leave must be used no later than one (1) year after the death of the family member for which the Bereavement Leave was requested.

8.14 LEAVE WITHOUT PAY (LWOP)

8.14.1 LWOP may be used and administered pursuant to NAC 284.578 and 284.580.

8.15 LEAVE OF ABSENCE WITHOUT PAY

8.15.1 A leave of absence without pay may be approved pursuant to NAC 284.578.

8.16 FAMILY & MEDICAL LEAVE

8.16.1 Family and Medical Leave will be used and granted in accordance with the Family and Medical Leave Act of 1993 (FMLA), the Nevada Family Leave Act, and NAC 284.581 to 284.5813, et, seq…

ARTICLE 9: RECORDS MANAGEMENT

9.1 The Employer has the authority to maintain secure files on each employee.

9.2 An employee may examine their own file(s) by contacting their Department or Division Human Resources Office for their Department or Division file(s) and/or the appropriate Central Records Unit for their central records file.

9.3 The Employer will provide access to the file(s) as soon as possible but not more than ten (10) business from the date of the request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.

9.4 Written authorization from the employee is required before any representative of the employee will be granted access to the employee's file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable, and the responses shall be included at the employee's request.

9.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the DHRM Central Records website.

9.6 FILE TYPES

9.6.1 The following are the types of files that may be maintained on each employee.

9.6.2 MEDICAL FILE

9.6.2.1 A separate and confidential file maintained by the employee's Department or Division in accordance with federal and State laws.

9.6.3 PAYROLL FILE

9.6.3.1 A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.

9.6.4 PERSONNEL FILES

9.6.4.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit.

9.6.4.2 One (1) official Personnel File may also be maintained by the employees' Department or Division Human Resources Office.

9.6.4.3 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

9.6.5 SUPERVISOR FILE

9.6.5.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or a Last Chance Agreement (LCA).

9.6.5.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.

9.6.5.3 Supervisor Files will be maintained in a secure location and are confidential to the extent allowed or required by State and federal law.

9.6.6 Training File

9.6.6.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of or review their training record at any appropriate time. The Employer will provide either a hard copy or electronic access to the employee's training record. If an employee provides documentation to the Employer of completed work-related training, it will be recorded in the training record maintained in the employee's Training File.

9.7 BACKGROUND INVESTIGATION FILES

9.7.1 Background investigation files generally contain documentation related to an employee's personal history questionnaire, background investigation packet, documentation and information obtained during the employee's background investigation results, polygraph/CVSA results, medical evaluation results, psychological evaluation results, physical fitness results and more pertaining to the employee's background and background investigation.

9.8 RECORD-KEEPING OF DISCIPLINARY ACTIONS

9.8.1 A Letter of Instruction is not considered part of the progressive discipline process. A Letter of Instruction will be considered for the purposes of evaluating whether disciplinary action is warranted for no longer than twelve (12) months from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction. Letters of Instruction and Performance Cards will therefore be removed upon request after twelve (12) months with no similar violations.

9.8.2 A Documented Verbal Warning will be considered for the purpose of evaluating further disciplinary action for no longer than twelve (12) months from the date of issuance, unless further discipline results from similar violations. Documented Verbal Warnings will therefore be removed upon request after twelve (12) months with no similar violations.

9.8.3 A Written Reprimand will be considered for the purpose of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations. Written Reprimands will therefore be removed upon request after twenty-four (24) months with no similar violations.

9.8.4 Suspensions of one (1) day to ten (10) days may be considered no longer than three (3) years from the date of issuance, so long as the employee has not committed further violations of a similar nature. Suspensions of one (1) day to ten (10) days will therefore be removed upon request after three (3) years with no similar violations.

9.8.5 Suspensions of eleven (11) to thirty (30) days or demotions may not be considered for purposes of evaluating further disciplinary action no later than five (5) years, so long as the employee has not committed further violations of a similar nature Suspensions of eleven (11) to thirty (30) days or demotions shall be removed upon request after five (5) years with no similar violations.

9.8.6 Suspensions of any length, and demotions related to unlawful discrimination or harassment shall be considered for the purpose of evaluating further disciplinary action in all cases.

9.9 CONFIDENTIALITY & PUBLIC RECORDS

9.9.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal or State law.

9.9.2 DHRM maintains a roster of the State's employees. The roster has the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

9.9.3 Pursuant to NRS 289.025, a Peace Officer's photograph and home address are confidential, with certain exceptions. Upon request, DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the Internal Revenue Service.

9.9.4 For the purposes of public inspection, the employee roster may exclude information deemed confidential related to employees in law enforcement Classification or assignment.

ARTICLE 10: DISCIPLINE

10.1 The purpose of this Article is to provide for an equitable and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline any Employee without Just Cause.

10.2 The State recognizes the rights of Peace Officers under NRS Chapter 289.

10.3 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

10.4 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for severe misconduct, criminal acts, or conduct that creates public or employee safety.

10.5 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.

10.6 An employee serving a Trial Service Period shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

10.7 PROGRESSIVE DISCIPLINE

10.7.1 Progressive disciplinary actions against any employee, in order of severity will consist of:

10.7.1.1 Documented Verbal Warning;

10.7.1.2 Written Reprimand;

10.7.1.3 Suspension Without Pay;

10.7.1.4 Demotion, and;

10.7.1.5 Dismissal (Termination) from State service.

10.8 The Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.

10.9 Off-duty conduct is subject to discipline if the conduct has a nexus to the employee's job duties or otherwise impairs their ability, or the agency's ability, to provide services to the community.

10.10 LAST CHANCE AGREEMENT (LCA)

10.10.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.

10.10.2 In the event an employee continues to have documented disciplinary issues after being subject to corrective action and progressive discipline, the Appointing Authority, their designee, may at their sole discretion, elect to enter into an LCA for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.

10.10.3 An LCA shall specifically identify any and all actions or conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.

10.10.4 A copy of the employee acknowledged LCA will be provided to the employee and will be filed in the Supervisor File, the employee's Department or Division Personnel File, and will be forwarded to the appropriate Central Records Unit.

10.10.5 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themself of Article 11 Grievance Procedure, beginning at Step 4 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

10.11 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

10.11.1 The Employer may discipline an employee for reasons related to their performance.

10.11.2 Disciplinary action for performance-related reasons may be imposed subsequent to repeated and documented failure on the part of the employee to improve within a reasonable period of being made aware of specific deficiencies.

10.12 INVESTIGATIONS

10.12.1 The State has the authority to conduct an administrative investigation into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.

10.12.2 All criminal convictions or pleas are subject to a new administrative investigation.

10.12.3 If an employee receives a temporary reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation

10.12.4 No member of the bargaining unit shall be permitted to conduct any administrative investigation of another member of the bargaining unit within the same chain of command. Administrative investigations of members of the bargaining unit will be supervised and conducted by peace officers.

10.12.5 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025).

10.12.6 A peace officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.

10.12.7 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.

10.12.8 No employee will be questioned without being given the protections of Garrity. Prior to any investigatory interview, the employee and their representative(s) shall be afforded an opportunity to review any video and/or audio evidence of the alleged incident.

10.12.9 Employees have a statutory right to engage in concerted activity, and employees under investigation and witness employees will not be given any active investigation or confidentiality admonishments other than the following which is agreed upon by the parties:

10.12.9.1 You are hereby directed not to contact any employees, unless they are persons with designated Departmental authority, involved in this administrative investigation for purposes of discussing anticipated testimony or otherwise improperly influencing another's testimony until the conclusion of the investigation. Designated Departmental authority includes anyone assigned to investigate the allegations or adjudicate the case, including their chain of command, and the employee's representative(s) of choice, as allowed by NRS 289.080.

10.12.10 An administrative investigation that could lead to disciplinary action against the alleged employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41, Specificity of Charges, form within one hundred twenty (120) calendar days after the employee's initial investigatory interview. The hundred and twenty (120) day period shall be tolled by the number of days the employee is out on FMLA or deployed with the military.

10.13 ADJUDICATIONS OF ALLEGATIONS

10.13.1 Adjudications are based upon a review of the completed investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation.

10.13.2 The Department Director, or their designee, will make a finding, consistent with the Just Cause standard, for each allegation and that finding should fall into one of the following categories of disposition:

10.13.2.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.

10.13.2.2 Not Sustained - Investigation produced insufficient evidence or information to clearly prove or disprove the alleged act. This category is justified when there is a lack of witnesses or other lack of objective and persuasive proof.

10.13.2.3 Exonerated - The conduct or act occurred but was justified, legal and proper.

10.13.2.4 Unfounded - The alleged act did not occur.

10.13.2.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.

10.13.3 If no disciplinary action is to be taken, the employee will be noticed that the investigation is complete, and no disciplinary action will be imposed.

10.14 PRE-DISCIPLINARY HEARING

10.14.1 If, following an investigation, an Appointing Authority, or their designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing before the proposed action must be followed.

10.14.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Hearing must be scheduled to take place not earlier than seven (7) business days after the HR-41 is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular working day for the employee. The Pre-Disciplinary Hearing shall be scheduled or re-scheduled as reasonably necessary so as to permit the employee to have their representative(s) present.

10.14.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted, or dismissed from service before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.

10.14.4 The Appointing Authority, or their designee, will conduct the Pre-Disciplinary Hearing. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or their designee, will render the final decision.

10.14.5 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may review the investigative file pursuant to NRS 289.057(3)(a) and submit a response. The Department/Division must consider any such response before punitive action is imposed against the employee.

10.14.6 The employee may request Administrative Leave with pay for up to sixteen (16) hours to prepare for a Pre-Disciplinary Hearing regarding a suspension, demotion, or dismissal from service. This should be granted unless it presents a hardship to the employer.

10.14.7 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend. The employee may respond both verbally and in writing at the Pre-Disciplinary Hearing.

10.14.8 The employee must be given a copy of the findings or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

10.15 GRIEVANCES OF DISCIPLINARY ACTION

10.15.1 Within ten (10) business days after an employee receives the HR-41 may file a grievance relative to disciplinary action under Article 11, Grievance Procedure, or in cases of dismissal, demotion or suspension file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer in accordance with NRS 284.390.

10.15.2 Once an employee has properly filed a grievance under Article 11, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

ARTICLE 11: GRIEVANCE PROCEDURE

11.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for dispute resolution.

11.2 "Grievance" means an act, omission, or occurrence that an employee believes to be an injustice relating to a condition arising out of the relationship between the Employer and the employee, including:

11.2.1 Compensation;

11.2.2 Working hours;

11.2.3 Working conditions;

11.2.4 Union membership;

11.2.5 The administration and interpretation of this Agreement;

11.2.6 The inconsistent application of policies or procedures relating to the employee's employment;

11.2.7 The imposition of discipline; or

11.2.8 Other adverse employment actions.

11.3 The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

11.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 16, Unlawful Discrimination.

11.3.2 A change in classification or the allocation of positions (NRS 284.165)

11.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)

11.3.4 A denial of Catastrophic Leave (NRS 284.3629)

11.3.5 Reprisal or retaliatory action against a State Officer or employee who discloses improper governmental action (NRS 281.641)

11.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.

11.5 If an employee is within a bargaining unit that has an exclusive representative, the employee has the right to present grievances to the Executive Department at any time and to have those grievances adjusted without the intervention of the exclusive representative if:

11.5.1 The exclusive representative is provided a copy of the adjustment of the grievance; and,

11.5.2 The adjustment of the grievance is not inconsistent with the provisions of this Agreement or any supplemental bargaining agreement then in effect.

11.6 Except in the case of disciplinary actions, grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within ten (10) business days after the effective date of the discipline at the step set forth in Article 10, Discipline.

11.7 Probationary employees may not file a grievance under this Article relating to their failure to complete, or the failure of, their Probationary Period.

11.8 FILING AND PROCESSING A GRIEVANCE

11.8.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below. If the employee does not have access to the Employer's electronic grievance reporting system, a grievance may be filed in writing to the LRU.

11.8.2 Non-Disciplinary Grievances

11.8.2.1 Step 1 – Supervisor

11.8.2.1.1 Step 1 of the grievance process is an attempt by the grievant and their representative, if any, and the supervisor of the grievant to resolve the dispute. The Supervisor will attempt to meet or confer with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, unless the employee and supervisor agree to an extension.

11.8.2.2 Step 2 - Division Administrator

11.8.2.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may present the grievance to their Division Administrator within ten (10) business days from the date of the written response from the Supervisor.

11.8.2.2.2 The Division Administrator, or their designee will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, absent extenuating circumstances.

11.8.2.3 Step 3 - Department Director

11.8.2.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may present the written grievance to the Department Director within ten (10) business days from the date of the written response from the Division Administrator, or their designee.

11.8.2.3.2 The Department Director, or their designee, will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance.

11.8.2.4 Step 4 - Arbitration

11.8.2.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director or their designee.

11.8.2.4.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

11.8.2.4.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employees bear the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

11.9 DISCIPLINARY GRIEVANCES

11.9.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1.

11.9.2 Grievances of Written Reprimands will be filed at the Step 2.

11.9.3 Grievances of a suspension, demotion or termination shall be filed at the Step 3.

11.9.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

11.10 ARBITRATION PROCEDURE

11.10.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.

11.10.2 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The award, in writing, of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding.

11.10.3 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

11.10.4 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.

11.10.5 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.

11.11 FAILURE TO MEET TIMELINES

11.11.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.

11.11.2 Failure by the Employer to comply with the timelines in this Article will entitle the grievant or their representative, if any, to move the grievance to the next step of the grievance procedure in this Agreement.

11.12 MISCELLANEOUS

11.12.1 Audio and/or video recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.

11.12.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of both parties.

11.12.3 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

ARTICLE 12: UNION RIGHTS

12.1 RIGHT TO UNION MEMBERSHIP

12.1.1 Employees have the right to become a member of the Union.

12.1.2 Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status.

12.2 RIGHT TO UNION REPRESENTATION

12.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.

12.2.2 The right to Union representation does not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

12.3 ACCESS FOR UNION REPRESENTATIVES

12.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.

12.3.2 Union Representatives will have access to the Employer's offices or facilities in accordance with any Department or Division policy in order to carry out representational activities.

12.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

12.3.4 The Employer reserves the right to restrict access to Department or Division premises if the Union's request for access is unreasonable or interferes with business needs or operations or is in conflict with any Department or Division policy.

12.3.5 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

12.4 BULLETIN BOARDS

12.4.1 The Employer will provide space on bulletin boards for Union communication.

12.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.

12.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.

12.4.4 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.

12.4.5 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.

12.4.6 Union communications will not be posted in any other location on Department or Division premises.

12.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

12.5 USE OF STATE FACILITIES & EQUIPMENT

12.5.1 Meeting Space & Facilities

12.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and prior written authorization of the Employer.

12.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

12.6 SUPPLIES & EQUIPMENT

12.6.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of a telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.

12.7 Email, Fax Machines, the Internet, & Intranets

12.7.1 Employees may use State-operated email to request Union representation.

12.7.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 11, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

12.7.2.1 Result in little or no cost to the Employer;

12.7.2.2 Be brief in duration and seldom in frequency;

12.7.2.3 Not interfere with the performance of their official duties;

12.7.2.4 Not distract from the conducting of State business;

12.7.2.5 Not disrupt other State employees;

12.7.2.6 Not obligate receiving employees to make a personal use of State resources;

12.7.2.7 Not compromise the security or integrity of State information or software, and;

12.7.2.8 Not include general communication and/or solicitation with employees.

12.7.3 The Union and its Stewards will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Commission or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

12.8 UNION STEWARDS

12.8.1 Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as Stewards and the names of Union Representatives who may represent employees shall be submitted in writing to the DHRM Labor Relations Unit (LRU) by the Union. The Employer will not recognize an employee as a Union Steward if their name is not on this notice.

12.8.2 The Union shall notify the DHRM LRU of any changes within twenty (20) business days.

12.8.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not interfere with the performance of their official duties and will not be unreasonably denied.

12.8.4 Representational duties will be coded to Union Leave on the Union Steward's timecard.

12.9 TIME AWAY FROM WORK FOR UNION ACTIVITIES

12.9.1 Union members may be allowed to access Union Leave, or Leave With Out Pay, to attend Union-sponsored meetings, training sessions, conferences, and conventions. Time away from work for these activities must be approved in advance and in writing by their Department or Division.

12.9.2 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.

12.9.3 The Union will provide the Department or Division and the DHRM Administrator, their designee, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but not less than fourteen (14) calendar days prior to the activity.

12.9.4 Effective July 1, 2025, the Union will have an aggregate pool of four hundred and eighty (480) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

12.10 UNION LEAVE

12.10.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.

12.10.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.

12.10.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.

12.10.4 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.

12.10.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.

12.11 INDEMNIFICATION

12.11.1 The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to any Union activity that is not a representational duty.

ARTICLE 13: UNION DUES

13.1 NOTIFICATION TO OFFICERS

13.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

13.2 UNION DUES DEDUCTIONS

13.2.1 Deduction of Union Dues is strictly a voluntary deduction.

13.2.2 The Union will provide the Employer with a copy of the employee's signed membership document.

13.2.3 The Union will provide the designated pay center for the employee's Department/Division with the percentage and maximum dues amount to be deducted from the employee's paycheck.

13.2.4 Within thirty (30) days of receipt of the completed and signed membership document, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.

13.2.5 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

13.2.6 If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within forty-five (45) calendar days.

13.3 STATUS REPORTS

13.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information:

13.3.1.1 Employee name.

13.3.1.2 Mailing address.

13.3.1.3 Employee job title.

13.3.1.4 Department and Division. Official duty station or work site.

13.3.1.5 Work phone number.

13.3.1.6 Work email address.

13.3.1.7 Date of hire.

13.3.1.8 Pay grade.

13.3.1.9 Pay step.

13.3.1.10 Seniority date.

13.3.1.11 Separation date.

13.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.

13.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

13.4 REVOCATION

13.4.1 An employee may revoke their authorization for payroll deduction of Union dues by written request to the Union in accordance with the terms and conditions of their signed membership document. Upon receipt by the LRU of the confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, after the receipt of the revocation notice.

13.5 INDEMNIFICATION

13.5.1 The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of Union dues or fees.

13.5.2 The Department/Division agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

ARTICLE 14: SAFETY & HEALTH

14.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that are causing or are likely to cause harm to its employees.

14.2 Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.

14.3 A Department or Division may direct employee to use leave in accordance with Article 8, Leave, Part 8.8 Sick Leave, when employees self-report a contagious health condition.

14.4 A Department or Division may direct employees to use leave in accordance with Article 8, Leave, Section 8.1 Administrative Leave or Section 8.12 Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment.

14.5 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

14.6 PERSONAL PROTECTIVE EQUIPMENT

14.6.1 The Department or Division will determine and provide required safety devices, personal protective equipment ("PPE"), and safety apparel for employees to effectuate their duties in a safe manner. The Department or Division will provide necessary replacements to PPE, as determined. Uniforms and Equipment do not apply.

14.6.2 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

14.7 SAFETY COMMITTEES

14.7.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.

14.7.2 Safety Committees may be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).

14.7.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division Director, or their designee, for review and action, as necessary.

14.8 WORKPLACE VIOLENCE

14.8.1 Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor. This may include restraining orders granted against their disgruntled spouse, domestic partner, or others.

14.8.2 Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken.

14.9 REASONABLE ACCOMMODATION

14.9.1 The Employer and the Union shall comply with all relevant federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

ARTICLE 15: UNIFORMS AND EQUIPMENT

15.1 The Employer will determine and provide uniform items and equipment consistent with Department or Division policy.

15.2 Departments and Divisions may issue the following basic law enforcement equipment to each Unit M officer:

15.2.1 Badge and official credentials;

15.2.2 One (1) at minimum Level IIIA ballistic vest/body armor within manufacturer guarantee/serviceability recommendation/expiration dates;

15.2.3 The Employer shall issue a duty firearm, with a minimum of two (2) magazines, to employees that are required to carry a firearm on duty;

15.2.4 One (1) set of DOJ approved handcuffs;

15.2.5 At least one (1) less lethal force option as determined by the Department, and;

15.2.6 Any associated holsters for issued equipment.

15.2.7 Employer will provide training and duty ammunition for all employer-issued firearms.

15.3 Departments and Divisions may allow employees to carry an approved personally owned firearm in lieu of an Employer issued firearm.

15.4 Employees are responsible for the maintenance and repair of any approved personally owned firearm.

15.5 The Employer will be responsible, per Department or Division policy, for providing approved training and duty ammunition for approved personally owned duty firearms chambered in the same caliber as employer issued firearms.

15.6 Employees are responsible for safe storage of any Department approved personally owned duty firearms. The Employer is not responsible for loss or theft of any Department approved personally owned duty firearms.

15.7 The Employer will replace State-issued uniforms and/or equipment items pursuant to the manufacturers expiration date or Department or Division policy.

15.8 If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties, and the damage is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee. The Employer has a zero-tolerance policy for employees who consume alcohol or drugs while on duty, report to work in an impaired condition, or unlawfully possess drugs while on duty, at a work site, or on the Employer's property.

ARTICLE 16: UNLAWFUL DISCRIMINATION

16.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

16.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws, regulations or executive orders.

16.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

16.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

16.2.2 Employees may not use the Grievance Procedure in Article 11 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 17: UNION/MANAGEMENT DISPUTE RESOLUTION

17.1 THE EXECUTIVE DEPARTMENT

17.1.1 The State of Nevada, also referred to as the "Employer" or the "State," has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with all certified units on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under NRS Chapter 288. As the employees covered by this Agreement span multiple Departments and Divisions, no single Department or Division has the authority to engage on collective bargaining matters absent the involvement and/or approval of the DHRM Administrator.

17.2 THE UNION

17.2.1 Bargaining Unit M has designated the Nevada Peace Officer Association (NPOA) as its exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit M under NRS Chapter 288.

17.3 DISPUTE RESOLUTION

17.3.1 The Employer and the Union agree that communication related to any rights or remedies under this Agreement or NRS Chapter 288 shall be presented in writing to:

17.3.1.1 Employer: to LRU at laborrelations@admin.nv.gov; or

17.3.1.2 Union: to NPOA at info@nsleoa.org

17.3.2 The Employer and the Union agree that the Union is not precluded from communicating directly with Departments or Divisions to foster and support Union/Management relations. However, any such communications are not to be considered formal collective bargaining communications for the purposes of this Agreement.

17.4 UNION GRIEVANCES

17.4.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties.

17.4.2 The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of a provision(s) of this Agreement prior to the filing of any formal complaints with an administrative or judicial body, such as the EMRB or a Court.

17.4.3 In the event the Employer and the Union cannot, through meeting and conferring, resolve an issue with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU.

17.4.4 A Union Grievance must be filed within fifteen (15) calendar days after the date of meeting between the Employer and the Union to meet and confer.

17.4.5 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure outlined in Article 11 of this Agreement.

17.5 SUCCESSOR CLAUSE

17.5.1 A Union grievance(s) filed during the term of this Agreement will be processed to completion in accordance with the provisions of this Agreement.

ARTICLE 18: SUPPLEMENTAL BARGAINING

18.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department or Division-specific bargaining pursuant to NRS Chapter 288.585.

18.2 Proposals for Department or Division-specific bargaining must be both Department or Division specific, non-compensation related, and is subject to the Legislative appropriation requirements of NRS 288.505(1)(c).

ARTICLE 19: STRIKES

19.1 No employee covered by this Agreement shall, in concert with any other person, engage in any strike, stoppage or refusal in the course of employment to perform their assigned duties, withhold, curtail, or restrict their services, or encourage others to do so, or be absent from work upon any pretext or excuse such as illness, which is not founded in fact, or participate in any other intentional interruption of the operations of the State regardless of the reason for so doing. If an employee violates this provision, the Employer may take such action as it may deem appropriate, and which is allowed under the law.

ARTICLE 20: ENTIRE AGREEMENT

20.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

20.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

20.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

ARTICLE 21: SAVINGS CLAUSE

21.1 This Agreement is declared to be severable and if any paragraph, phrase, sentence, or part is declared to be void by a court of competent jurisdiction, it shall not be construed to void or nullify the entire Agreement; and those parts not declared void shall be binding upon the parties provided, however, upon such invalidation the parties agree to meet within thirty (30) days and negotiate such parts of provisions affected.

ARTICLE 22: APPROPRIATIONS

22.1 The Parties recognize that certain provisions of this Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved.

22.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.

22.3 The Parties recognized the Agreement governs over all applicable legislations approved during the 2025 Legislative Session regarding compensation and benefits unless otherwise specified in the Agreement.

ARTICLE 23: TERM OF AGREEMENT

23.1 All provisions of the Agreement will become effective upon the approval of the Board of Examiners and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.

23.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with provisions of NRS Chapter 288.

IN WITNESS WHEREOF, the parties have executed and delivered this Collective Bargaining Agreement as of the effective date of July 1, 2025.

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:

BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM

JOSH REID
Special Counsel – Labor Relations

For the Union :

Chief Negotiator

APPROVED AS TO FORM

–

APPENDIX A

Supervisory Category II Peace Officers (sorted by title code)			
Title Code	**Job/Position Title**	**BU**	**GRADE**
13.241	Supervisory Criminal Investigator II	M	43
13.242	Supervisory Criminal Investigator I	M	43
13.246	AG Deputy Chief Investigator	M	44
13.247	AG Criminal Investigator, Supervisor	M	43
13.255	Supervisory Compliance/Enforcement Investigator	M	42
13.263	Unit Manager, Youth Parole Bureau	M	43

Joe Lombardo
Governor

Tiffany Greenameyer
Director

Curtis Palmer
Deputy Director

David Lenzner
Administrator

STATE OF NEVADA
GOVERNOR'S FINANCE OFFICE
Budget Division

209 E. Musser Street, Suite 200 | Carson City, NV 89701-4298
Phone: (775) 684-0222 | www.budget.nv.gov | Fax: (775) 684-0260

Date: May 19, 2025

To: Tiffany Greenameyer, 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, Nevada CO, Lodge 21 for the 2025-2027 biennium for Bargaining Unit I, comprised of Category III peace officers. The estimated fiscal impact of the CBA for the biennium is $138,891,224.

Additional Information:

NRS 288, through Senate Bill 135 of the 2019 Legislature, grants certain state employees the right to organize and collectively bargain, requiring the State to recognize and negotiate wages, hours and other terms and conditions of employment with labor organizations that represent state employees and to enter into written agreements evidencing the result of collective bargaining, and requires that a new CBA be approved by the Board of Examiners at a public hearing. Fraternal Order of Police, Nevada CO, Lodge 21 was certified the exclusive representative for the state employees in Bargaining Unit I and this agreement is the result of negotiations on their behalf.

Statutory Authority:

NRS 288.555 (1)

REVIEWED: _____

ACTION ITEM: _____

Joe Lombardo
Governor

Joy Grimmer
Director

Bob Ragar
Deputy Director

Bachera Washington
Administrator

STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
Division of Human Resource Management

209 E. Musser Street, Suite 101 | Carson City, Nevada 89701
7251 Amigo Street, Suite 120, Las Vegas, NV 89119
Phone: (775) 684-0150 | http://hr.nv.gov | Fax: (775) 684-0122

MEMORANDUM

TO: Clerk of the Board of Examiners

THROUGH: Joy Grimmer, Director, Department of Administration

FROM: Bachera Washington, Division Administrator,
Division of Human Resource Management

SUBJECT: Consideration and Approval of the Fraternal Order of Police, (FOP), Unit I, Collective Bargaining Agreement for 2025-2027

DATE: May 15, 2025

Pursuant to NRS 288.400, et. seq., the State of Nevada and the Fraternal Order of Police (FOP), Unit I, began negotiations for a successor collective bargaining agreement (CBA) in September 2024.

The State of Nevada and FOP bargained and came to an agreement on all issues with the exception of the Compensation Article. An arbitration was conducted in March 2025, and a decision was made by the arbitrator in May 2025. The attached agreement was ratified by FOP membership in May 2025.

Request in Front of the Board

Pursuant to NRS 288.555, the Division of Human Resource Management (DHRM) is respectfully placing the FOP, Unit I, CBA, for the contract term of July 1, 2025 through June 30, 2027, in front of this Board for review and approval.

Implementation of the CBA

All provisions of the CBA will become effective July 1, 2025.

Material Changes from the 2025-2027 CBA

- Effective July 1, 2025, all classifications within the bargaining unit will advance one (1) grade (i.e. Correctional Officer will advance from a grade 36 to a grade 37).
- Effective July 1, 2026, all classifications within the bargaining unit will advance one (1) additional grade (i.e. Correctional Officer will advance from a grade 37 to a grade 38).
- Effective July 1, 2025, the salary schedule for bargaining unit I will be increased by three percent (3%).
- Effective July 1, 2026, the salary schedule for bargaining unit I will be increased by three (3%).
- Employees within the bargaining unit shall continue to receive longevity pay pursuant to NRS 284.177 and the Settlement Agreement between the parties from March of 2024.
- For the contract term of July 1, 2025, through June 30, 2027, 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. Those hired as a Correctional Officer or Forensic Specialist at any phase, will also receive a step increase at six (6) months.

Existing Contract Information

- Employees covered under this Agreement will receive a retention incentive of $2,000 per fiscal year, to be distributed in 4 equal installments each fiscal year.
- For the contract term July 1, 2025, through June 30, 2027, 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.
- Special Adjustments to Pay is ten (10%) percent of their regular hourly rate of pay.
- Muster Pay: All employees will receive forty-five (45) minutes of Overtime and any applicable shift differential pay which can be taken for pay or Compensatory Time, for every day that they work regardless of their post or work assignment.
- Employees covered under this Agreement who are required to purchase uniforms and equipment will receive a Uniform & Equipment Allowance of two thousand twenty dollars ($2,020.00) per fiscal year, payable in two equal installments in September and March on checks separate from their pay checks.
- Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave is subject to a maximum of four hundred eighty (480) hours per calendar year.
- Annual Leave Cash Out: Employees covered under this Agreement shall have the opportunity to cash out Annual Leave twice per fiscal year, once in November and once in May. Employees may cash out up to forty (40) hours per instance or up to eighty (80) hours either in November or in May, so long as after cash out they have a remaining balance that is greater than or equal to two hundred (200) hours of banked Annual Leave.

- Personal Leave: Full-time employees shall accrue two (2) Personal Leave days per calendar year on January 1.
- Union Leave: 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.

Thank you for your consideration.

Attachments: FOP, Unit I –Collective Bargaining Agreement
FOP, Unit I, 2025-2027 CBA Fiscal Impact Statement

2025-27 Biennium Collective Bargaining Fiscal Impact Analysis
Bargaining Unit I - Category III Peace Officers
with **Fraternal Order of Police (FOP), CO Lodge 21**

In Governor's Recommended budget:	FY26	FY27
FTE	1,850.00	1,850.00
PCNs	1,850	1,850

Key points in this agreement:		Estimated Fiscal Impact: FY 2026	Estimated Fiscal Impact: FY 2027	
·	Classifications will increase by 1 pay grade each year	$ 9,977,802	$ 21,352,581	Calculated using state budget system
·	Effective July 1, 2025, the salary schedules will be increased by 3%	$ 6,852,993	$ -	Calculated using state budget system
·	Effective July 1, 2026, the salary schedules will be increased by 3%	$ -	$ 15,068,719	Calculated using state budget system
·	Employees will receive a retention incentive of $2,000 per fiscal year, in 4 equal installments each year	$ 3,700,000	$ 3,700,000	Calculated using unique positions x $2,000
·	Longevity pay pursuant to NRS 284.177	$ -	$ -	Included in Governor Recommended Budget
·	Employees will receive Muster Pay in the form of 45 minutes of overtime for each day of work.	$ 25,923,051	$ 28,565,356	Estimated at .75 hour per day worked at time-and-one-half, assuming 10 hour shifts and 24 non-worked days per year, all positions filled, and allowing for the COLA and grade increases.
·	Correctional Officer Trainee will auto-progress to a Correctional Officer grade and job title and receive a step increase at 6 months and will also receive a step increase at 6 months of satisfactory service as a Correctional Officer.	$ -	$ -	Positions are budgeted at Correctional Officer in Governor Recommended Budget; no fiscal impact.
·	Newly hired employees into the Correctional Officer series or Forensic Specialist series will be eligible for a Recruitment Bonus of $7,500, payable in 3 installments of $1500 and a final installment after 12 months of $3000.	$ 1,615,500	$ 1,077,000	Estimated on currently vacant positions plus new positions (359), assuming all filled with employees new to the series, and the final payment falling in Year 2.
·	Special Adjustments to Pay max 10%	$ 269,600	$ 297,080	Cannot be accurately estimated without a detailed census of assignments; assumed 400 employees for 100 hours of special duty per year, at 10% maximum of average hourly pay.
·	Employees who are required to purchase uniforms and equipment will receive a Uniform & Equipment Allowance of $2,020 per fiscal year, distributed in 2 equal payments	$ 3,737,000	$ 3,737,000	Calculated assuming all covered employees are eligible for allowance at $2020
·	Annual Leave accrual maximum of 480 hours	$ -	$ -	no incremental pay
·	Annual Leave cash out opportunities twice per fiscal year of up to 40 hours each, as long as 200 hours remain after cash out	$ 1,995,040	$ 2,198,392	Cannot be accurately determined without experience. Estimated at maximum, assuming all positions filled and all with eligible balances (roughly 20%) requesting payout.
·	Holiday Pay is equivalent to an employee's regularly scheduled work hours even though they do not work.	$ -	$ -	no incremental pay

	Employees accrue 2 Personal Leave days per year on January 1.	$ 3,740,700	$ 4,121,985	Estimated at the average hourly rate x 1.5, assuming 10-hour days and overtime for duty coverage.
	Union Leave – Effective July 1, the Union will have an aggregate pool of 5,000 hours of Union Leave to draw from during Legislative session years and 4,000 hours of Union Leave on non-legislative years.	$ 404,400	$ 557,025	Estimated at the average hourly rate x 1.5, assuming overtime for duty coverage.
	Total estimated fiscal impact:	**$ 58,216,086**	**$ 80,675,138**	
		Biennium Total:	**$ 138,891,224**	

State of Nevada

&

Fraternal Order of Police (FOP), Correctional Officers Lodge 21

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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Preamble

This Collective Bargaining Agreement (CBA) entered into July 1, 2025, referred to as the "Agreement" or "CBA," is entered into by the State of Nevada, herein referred to as the "Employer" or the "State," and the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21 , herein referred to as the "Union." This Agreement is applicable to all eligible employees in 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://dmvnv.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)/

"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.

"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.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 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 schedule 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 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 more than 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 appropriately 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) hours 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 Effective July 1, 2025 all classifications within the bargaining unit will advance one (1) grade (i.e. Correctional Officer will advance from a grade 36 to a grade 37). Effective July 1, 2026 all classifications within the bargaining unit will advance one (1) additional grade (i.e. Correctional Officer will advance from a grade 37 to a grade 38).

11.1.3 Appendix B, "Salary Schedules for Bargaining Unit I" details the salary schedules for employees covered under this Agreement.

11.1.4 Effective July 1, 2025, the salary schedule for Bargaining Unit I will reflect an increase of three percent (3%). Effective July 1, 2026, the salary schedule for Bargaining Unit I will reflect an increase of an additional three percent (3%).

11.1.5 For the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive a retention incentive in the amount of two thousand dollars ($2,000.00) per fiscal year, to be paid in four (4) equal installments.

11.1.6 In the event legislation passes in the 2025 session and is enacted that affords all State employees additional compensation, such additional compensation will be paid to employees covered under this Agreement.

11.1.7 Employees within the bargaining unit shall continue to receive longevity pay pursuant to NRS 284.177 and the Settlement Agreement between the parties from March of 2024

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, 2025, through June 30, 2027, 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, 2025, through June 30, 2027, 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. Those hired as a Correctional Officer or Forensic Specialist at any phase will also 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 or Forensic Specialist.

11.7.4 Thereafter, they will receive step increases pursuant to section 11.7.1 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 (1.5) 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 (1.5) 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 (1.5) times their normal hourly rate of pay for all hours worked within the designated twenty-four (24) hour holiday period. The employee can request to bank their Holiday Premium Pay (the 1.5 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 (1.5) 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 employees who volunteer for overtime assignments will be maintained at each institution. When an Overtime assignment is required, the Employer will consult the voluntary list to staff that assignment. This list will be created at the start of each pay period and

will be available for staff to view at all times. Each employee on the list will get an opportunity to work one (1) overtime shift before any other employee with more seniority can work two (2) or more overtime shifts.

11.12.6 If an institution other than the one the employee is regularly stationed at requires employees to work overtime, that institution may consult the voluntary overtime roster from another institution and request employees to work with the approval of the second institution's management staff. An employee that works an overtime assignment at a different institution will code their timecard with the specific coding for that institution for the overtime hours worked. 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 (OTPSD) 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:

11.14.2.2 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.

11.14.2.3 If the assignment is for more than sixteen (16) working days within a thirty (30)-day period, the employee will be paid a Special Adjustment to Pay (Acting Pay) equal to five percent (5%) for one salary grade higher and ten percent (10%) for two or more salary grades higher than their regular hourly rate of pay in addition to their regular hourly rate of pay for the hours in approved "acting" status.

11.14.2.4 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.

11.14.2.5 Employees in a class series will only be authorized to be temporarily assigned to an acting position that is the immediate classification above their current classification, unless the number of personnel in the unit or division restricts this ability and it is mutually agreed to by the Employer and the Union.

11.14.2.6 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 Employees grandfathered in to receiving PSAC and/or PRAD pay after 2009 will continue to receive such pay.

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 on checks separate from their pay checks.

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.

11.14.9.2.3 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 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

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 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 between institutions 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 themself 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.

20.6.1.1.1 If a supervisor meets with an employee to discuss a matter of performance or behavior, the meeting shall be held in a private location.

20.6.1.1.2 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:

20.6.1.1.3 An identification of the performance standards/elements for which performance is unacceptable;

20.6.1.1.4 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,

20.6.1.1.5 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-41is 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

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, 2025, through June 30, 2027, an employee who is going to relocate to a geographical area more than fifty (50) miles away due to a facility closure, will be entitled to a stipend of 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, 2025.

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, 2025 and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.

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.

IN WITNESS WHEREOF, the parties have executed and delivered this Collective Bargaining Agreement as of the effective date of July 1, 2025.

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:

BACHERA WASHINGTON
Chief Negotiator

TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM

JOSH REID
Special Counsel – Labor Relations

For the Union :

Chief Negotiator

APPROVED AS TO FORM

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Appendices

Appendix A

Bargaining Units represented by the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21

Category III Peace Officers (sorted by title code)				
Title Code	**Job/Position Title**	**BU**	**FY 26 Grade**	**FY 27 GRADE**
13.312	Senior Correctional Officer	I	38	39
13.313	Correctional Officer	I	37	38
13.314	Correctional Officer Trainee	I	35	36
13.322	Forensic Specialist III	I	37	38
13.323	Forensic Specialist II	I	35	36
13.324	Forensic Specialist I	I	33	34

Appendix B

Salary Schedule