



**State of Nevada**

**&**

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

**Collective Bargaining Agreement**

**July 1, 2021 – June 30, 2023**

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# Preamble

This Master Collective Bargaining Agreement (MCBA) entered into July 1, 2021, referred to as the “Agreement” or “MCBA,” is entered into by the State of Nevada, herein referred to as the “Employer” or the “State,” and the American Federation of State, County, & Municipal Employees (AFSCME), Local 4041, herein referred to as the “Union.” This Agreement is applicable to all eligible employees in the collective bargaining unit(s) of the Employer described in [Article I, 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 I - Union Recognition

This Agreement covers the employees in the bargaining units described in [Appendix A](#) titled, “Bargaining Units Represented by the American Federation of State, County, & Municipal Employees (AFSCME).” This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job titles will continue to be used, filled, or maintained by the Employer.

## Article II - Non-Discrimination

Under this Agreement, neither party will discriminate against employees on the basis of: religion; age; sex; status as a breastfeeding mother; marital status; race; color; creed; national origin; political affiliation; military status; status as 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 XVIII, 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 III - Definitions & Resources

“ADA” is the Americans with Disabilities Act. [www.ada.gov](http://www.ada.gov)

“ADAAA” is the Americans with Disabilities Act, Amendments Act. [www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008](http://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 the superintendents and correctional officers of the Department of Corrections ([NRS 289.480](#)).

“Child” includes biological, adoptive, or foster child, stepchild, or for whom the employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status.

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

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

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

“Collective Bargaining” is defined as a method of determining conditions of employment by negotiation between representatives of the Executive Department and an employee organization or labor organization, entailing a mutual obligation of the Executive Department representative and the employee organization or labor organization to meet at reasonable times and bargain in good faith with respect to: 1) wages, hours, and other terms and conditions of employment; 2) the negotiation of an agreement; 3) the resolution of any question arising under a negotiated agreement; or, 4) the execution of a written contract incorporating any agreement reached if requested by either party, but this obligation does not compel either party to agree to a proposal or require the making of a concession ([NRS 288.032](#)).

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

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

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

[http://hr.nv.gov/Sections/Compensation\\_Classification\\_Recruitment/](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](http://www.hr.nv.gov)

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

“Domestic violence” is defined as in [NRS 33.018](#).

“EAP” is the Employee Assistance Program.

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

“Employee” is a person legally holding a position in the public service.

[Employee Handbook, published January 1, 2018.](#)

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

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

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

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

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

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

“Family & Medical Leave Act of 1993 (FMLA)” [www.dol.gov/Departments/whd/fmla](http://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](http://www.budget.nv.gov)

Governor's Office [www.gov.nv.gov](http://www.gov.nv.gov)

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

“Health-related reason” is defined as a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material. Health-related reason does not include inclement weather.

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

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

“Improper governmental action” means any action taken by a State officer or employee in the performance of the officer or employee’s official duties, whether or not the action is within the scope of employment, which is: in violation of any State law or regulation; an abuse of authority; of substantial and specific danger to the public health or safety; or, a gross waste of public money.

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

“Labor Relations Unit (LRU)” is the Division of Human Resource Management’s Labor Relations Unit. [https://hr.nv.gov/Sections/LRU/LABOR\\_RELATIONS\\_UNIT/](https://hr.nv.gov/Sections/LRU/LABOR_RELATIONS_UNIT/)  
Email: [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov)

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

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

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

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

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

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

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

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

“National Labor Relations Board (NLRB)” [www.nlr.gov](http://www.nlr.gov)

“Nevada Administrative Code (NAC)” [www.leg.state.nv.us/nac/](http://www.leg.state.nv.us/nac/)

“Nevada Department of Administration (NDOA)” [www.admin.nv.gov](http://www.admin.nv.gov)

“Nevada Department of Agriculture (NDA)” [www.agri.nv.gov](http://www.agri.nv.gov)

“Nevada Department of Business & Industry (B&I)” [www.business.nv.gov](http://www.business.nv.gov)

“Nevada Department of Conservation & Natural Resources (NDCNR)” [www.dcnr.nv.gov](http://www.dcnr.nv.gov)

“Nevada Department of Corrections (NDOC)” [www.doc.nv.gov](http://www.doc.nv.gov)

“Nevada Department of Education (NDOE)” [www.doe.nv.gov](http://www.doe.nv.gov)

“Nevada Department of Employment, Training, & Rehabilitation (DETR)” [www.detr.nv.gov](http://www.detr.nv.gov)

“Nevada Department of Health & Human Services (NDHHS)” [www.dhhs.nv.gov](http://www.dhhs.nv.gov)

“Nevada Department of Motor Vehicles (NVDMV)” [www.nvdmv.com](http://www.nvdmv.com)

“Nevada Department of Public Safety (NDPS)” [www.dps.nv.gov](http://www.dps.nv.gov)

“Nevada Department of Taxation” [www.tax.nv.gov](http://www.tax.nv.gov)

“Nevada Department of Tourism & Cultural Affairs” [www.nvculture.org](http://www.nvculture.org)

“Nevada Department of Transportation (NDOT)” [www.nevadadot.com](http://www.nevadadot.com)

“Nevada Department of Veterans Services (NDVS)” [www.veterans.nv.gov](http://www.veterans.nv.gov)

“Nevada Department of Wildlife (NDOW)” [www.ndow.org](http://www.ndow.org)

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

“Nevada Office of the Attorney General (NVAGO)” [www.ag.nv.gov](http://www.ag.nv.gov)

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

“Nevada System of Higher Education (NSHE)” [www.nshe.nevada.edu](http://www.nshe.nevada.edu)

“Nevada Transportation Authority (NTA)” is a division of the Nevada Department of Business & Industry. [www.nta.nv.gov](http://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/](https://hr.nv.gov/Sections/Office_of_Employee_Development/)

“Office of the State Treasurer” [www.nevadatreasurer.gov](http://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 employments 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.

“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/](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](http://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](http://www.nvsos.gov)

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

“Sexual assault” is defined as in [NRS 200.366](#).

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

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

[Skelly v. State Personnel Board \(1975\)](#)

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

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

“Stalking” is defined as in [NRS 200.575](#).

[State Administrative Manual \(SAM\)](#), revised January 14, 2020



State of Nevada Commission on Ethics [www.ethics.nv.gov](http://www.ethics.nv.gov)

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

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

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

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

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

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

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

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

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

“Uniformed Services Employment & Reemployment Rights Act (USERRA)”

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

“Union” is a representative organization or associated formed by employees with common interests or purposes. The Union for this Agreement is AFSCME, Local 4041.

[www.nvafscme.org](http://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](http://www.dhs.gov)

“United States Department of Health & Human Services (US DHHS)” [www.hhs.gov](http://www.hhs.gov)

“United States Department of Labor (US DOL)” [www.dol.gov](http://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 IV - Management Rights

Except as modified by this Agreement, the Employer retains all rights of management.

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

- a) 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.
- b) 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 XXII, Layoff & Reemployment](#).
- c) The right to determine:
  - i. Appropriate staffing levels and work performance standards, except for safety considerations;
  - ii. The content of the workday, including without limitation workload factors, except for safety considerations;
  - iii. The quality and quantity of services to be offered to the public;
  - iv. The means and methods of offering those services.
- d) The safety of the public.

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.

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 V - Union Fees

## NOTIFICATION TO EMPLOYEES

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

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

## UNION FEES DEDUCTIONS

Deductions for Union Fees are strictly voluntary.

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

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

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

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

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

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

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

## **VOLUNTARY DEDUCTIONS**

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).

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

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

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.

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.

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

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

## **STATUS REPORTS**

### **Union Fees & Voluntary PAC Deductions**

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

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

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

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

## **REVOCAION**

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

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

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.

## **INDEMNIFICATION**

The Union shall indemnify, hold harmless, and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, regarding payroll deductions for Union Fees and/or voluntary PAC deductions, or arising out of any breach of the obligations of the Union, or any alleged negligent or willful acts or omissions of the Union, its officers, employees, and agents. The Union's obligation to indemnify the State shall apply in all cases. The Union waives any rights of subrogation against the State. The Union's duty to defend begins when the State requests defense of any claim arising from this provision.

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.

## **BARGAINING UNIT INFORMATION**

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:

- a) Name
- b) Date of Hire
- c) Department
- d) Work Location
- e) Job Classification
- f) Pay Rate
- g) Pay Grade and Step
- h) Home Address
- i) Phone Number (both home and cell)
- j) Personal and Work Email
- k) Work Telephone Number
- l) Status as of the most recent pay period
- m) Continuous State Service

The above information will be provided in electronic form.

## **Article VI - Hiring & Appointments**

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

The Employer will perform all hiring and appointments as outlined in [NAC 284](#) and [NRS 284](#).

## **VACANCIES DEFINED**

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

### **Exceptions**

A vacancy is not created when:

- a) State Departments or Divisions are merged or combined or when employees are transferred from one State Department or Division to another State Department or Division by Executive Order or Legislative Act.
- b) An employee takes a military leave of absence in excess of six (6) months in duration.

## **JOB POSTING**

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

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.

## **FILLING POSITIONS**

Vacant positions shall be filled as follows: selection of employees to fill a posted vacancy shall be made from among all applicants. When applicants are equal on all other relevant factors per [NRS 284.295](#), positions will be filled by the most senior qualified applicant. All applicants for a vacancy shall be notified of the acceptance or rejection with explanation of their application.

Notwithstanding the above, when a Reemployment List exists, vacancies will be filled in accordance with the procedures of [Article XXII, Layoff & Reemployment](#) of this Agreement.

# **Article VII - Records Management**

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

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

The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.

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

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

## **FILE TYPES**

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

### **Medical File**

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

### **Payroll File**

Comprehensive payroll records will be maintained for each employee by the appropriate Central Payroll and/or Employee Records Unit.

### **Personnel File**

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

### **Supervisor File**

Each first line supervisor 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.

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



## **Training File**

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.

## **RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION**

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.

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.

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.

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.

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.

## **CONFIDENTIALITY**

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

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.

## **PUBLIC RECORDS**

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

the purposes of public inspection, the roster may exclude information deemed sensitive related to employees in law enforcement job classifications.

## **Article VIII - Hours of Work**

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.

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 or Division-specific policies and procedures should be consulted when employees need detailed information.

### **WORK SCHEDULES – NON-CORRECTIONS OFFICERS**

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

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:

- a) Eight (8) hours per workday, five (5) days per workweek with two (2) consecutive RDO's.
- b) Ten (10) hours per workday, four (4) days per workweek with three (3) consecutive RDO's.
- c) 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.
- d) A forty (40) hour per workweek variable and flexible schedule.
- e) An eighty (80) hour per pay period variable and flexible schedule.

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

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

schedule has been changed for arbitrary reasons or as a punitive measure may file a grievance under [Article XX, Grievance Procedure](#).

## **WORK SCHEDULES – CATEGORY III PEACE OFFICERS**

The regular work schedule for full-time Category III Peace Officers, not receiving Special Assignment Pay for an extended work period, will not be more than one hundred sixty (160) hours in a twenty-eight (28) day period. The Employer may adjust the regular work schedule with fourteen (14) calendar days prior notice to the employee.

## **ALTERNATE WORK SCHEDULES**

Alternate workweeks and work shifts of different numbers of hours may be established for Overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet Federal and State laws. Such schedules will first be assigned on a volunteer basis. If there are not enough volunteers to fill required schedule slots, then employees shall be selected based on reverse seniority for the alternate work schedules, subject to the Department's or 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.

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.

## **TEMPORARY SCHEDULE CHANGES**

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. Except for the job classifications listed in [Appendix B](#), "Job Classifications Requiring Flexibility in Scheduling," an employee will receive fourteen (14) calendar days' written notice of any temporary schedule change, absent exigent circumstances. The day that notice is given is considered the first day of notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. 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.

## **PERMANENT SCHEDULE CHANGES**

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.

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

## **EMERGENCY SCHEDULE CHANGES**

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.

## **EMPLOYEE-REQUESTED SCHEDULE CHANGES**

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.

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.

## **SHIFT BID PROCESSES**

Department or Division-specific shift bid processes are in [Appendix E](#) of this Agreement.

## **POST & SHIFT BID**

### **Application of Seniority**

Employees in Departments or Divisions that have bid procedures with greater Class than State seniority shall be entitled to bid on post assignment and 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.

The Employer has the right to reassign employees to post assignments as required due to operational need and cross-training.

If a post assignment is eliminated, employees will be reassigned temporarily until such time as the Department or Division holds a bid process.

Employees with more Class than State seniority may make such selections over employees with less Class than State seniority. If such selection process results in less than a minimal number of employees possessing the required skills and abilities being available to work on any particular shift or post assignment, such minimal number shall be selected from among employees possessing the required skills and abilities by reverse State then Class seniority.

### **Definitions**

The following definitions shall apply to all applications of seniority under this Agreement.

"State Seniority" means the length of service within the Executive Branch of State government.

"Class Seniority" (Entry Date) means the date that the employee began working in their current job classification.

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.

## **SHIFT TRADES**

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

Department or Division-specific shift trade procedures are in [Appendix F](#) of this Agreement.

## **MAKE-UP TIME**

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.

## **MEAL BREAKS & REST PERIODS**

### **Unpaid Meal Breaks**

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.

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.

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

### **Paid Meal Breaks for Straight Shift Schedules**

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.

## **Rest Periods**

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.

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.

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

## **POSITIVE TIME REPORTING**

Employees will accurately report time worked in accordance with a positive time reporting process as determined by each Department or Division.

## **OVERTIME-EXEMPT EMPLOYEES**

Overtime-exempt employees are not covered by Federal and State Overtime laws. Compensation is based on the premise that Overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the Department or Division for which they work. The Employer's policy for all Overtime-exempt employees is as follows:

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

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.

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.

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 or Division head, or designee, Overtime-exempt employees will accrue Compensatory Time for additional hours worked. Such approval will not be arbitrarily withheld.

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.

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.

## **STAFFING & WORKLOAD STANDARDS**

The parties may utilize the Committees described in [Article XXIV, Union/Management Communication Committees](#) to discuss workload issues for employees.

## **WINTER SHIFT & CONTINGENCY SCHEDULES - NDOT**

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

## **EMPLOYMENT CONDITIONS**

### **Intermittent & Temporary Employees**

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.

### **Probationary Period**

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

### **Trial Service Period**

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](#).

## **CONTRACTING OUT**

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.

The Employer shall provide the Union with no less than thirty (30) calendar days' notice that it intends to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) calendar day period, the Union shall have the opportunity to submit an alternate proposal.

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.

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 or Division has prepared an analysis for submission to the Board of Examiners (BOE) regarding the potential costs and other benefits which would result from contracting out the work in question.

## **EMPLOYEE ASSIGNMENTS**

### **Change of Duty Assignments**

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

### **Between Work Areas or Shifts**

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.

### **Short-Term Change in Duty Assignment**

The Employer may temporarily change an employee's duty assignment to another work area and/or shift for five (5) consecutive months or less. 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 Union. The decision of the Employer shall be final and may not be grieved.

## **Article IX - Safety & Health**

### **GENERAL PROVISIONS**

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.



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

Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.

For all employees covered by this Agreement, the Employer shall provide a work environment in accordance with safety standards established by the [Occupational Health & Safety Administration \(OSHA\)](#), the [Nevada Occupational Safety & Health Act \(NOSHA\)](#), and for Category III Peace Officers the [Nevada Peace Officer Standards & Training \(POST\)](#), including the following:

- a) Providing safe and healthy working conditions and practices;
- b) If conducive to the work being performed, providing a clean and safe area for employee Meal Breaks and Rest Periods;
- c) Providing appropriate health and safety training; and,
- d) 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.
- e) Maintaining State-owned fleet vehicles and equipment.

The Employer may direct employees to use leave in accordance with [Article XI, Leave](#), Part I Paid Leave, Sick Leave, when they self-report a contagious health condition.

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.

## **PERSONAL PROTECTIVE EQUIPMENT (PPE)**

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.

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.

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

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

## **SAFETY COMMITTEES**

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.

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 or Divisional committee.

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.

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.

Safety Committees are responsible for producing a report of their meetings and submitting them to the Risk Management Division.

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

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

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

## **ERGONOMIC ASSESSMENTS**

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.

## **PHYSICAL STANDARDS – CATEGORY III PEACE OFFICERS**

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 or Division policies and procedures.

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.

## **AIR & WATER QUALITY ASSESSMENTS**

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.

## **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

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

## **CRITICAL INCIDENT STRESS DEBRIEFING**

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.

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

## **WORKPLACE VIOLENCE**

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 or Divisional Human Resources Office.

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.

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

# Article X - Compensation

## SALARY PAYMENT

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.

[Appendix D](#), “Salary Schedules for Bargaining Units A, E, F, and I” details the salary schedules for employees covered under this Agreement.

If the May 2021 meeting of the Economic Forum, pursuant to [NRS 353.230](#), projects additional State revenues, the parties agree to a limited reopener with the express purpose of negotiating a cost-of-living increase in FY 2022. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties. If no agreement is reached, the parties will use the impasse procedure outlined in [NRS 288.575](#) to resolve the issue.

Effective July 1, 2022, the salary schedules for Bargaining Units A, E, F, and I will reflect an increase of three percent (3%).

## SALARY ADMINISTRATION

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.

## SALARY RATE UPON INITIAL APPOINTMENT

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](#).

## SALARY RATE UPON PROMOTION

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.

## SALARY RATE UPON DEMOTION

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

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.

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

### **MERIT PAY INCREASE**

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](#).

### **CALLBACK PAY**

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](#).

### **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 (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.

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.

All unused Compensatory Time will be paid pursuant to [NAC 284](#).

### **HOLIDAY PAY**

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 eight (8) hours. During a holiday workweek an employee working an alternative or innovative schedule has the option of remaining on their current schedule and utilizing their Annual Leave, Compensatory Time, or working additional hours, as needed, to make up the difference in Holiday Pay, or an employee may request to modify their schedule to complete a standard work week-

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.

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

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 all hours actually worked or to accrue Compensatory Time.

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

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.

## **OVERTIME**

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.

Overtime will be administered in accordance with [NRS 284.100](#).

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

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.

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.

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.

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

## **SHIFT DIFFERENTIAL PAY**

Employees who are assigned a regular work schedule that includes working between the hours of 6:00 pm and 7:00 am shall be paid, in addition to their regular hourly rate of pay, \$1.00 per hour for each hour of work between 6:00 p.m. and 7:00 a.m. unless a higher rate is in effect in which case the higher rate shall be paid.

## **SPECIAL ADJUSTMENTS TO PAY**

### **Acting Pay**

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:

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.

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.

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.

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.

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

### **Bilingual Pay**

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 twenty dollars (\$20.00) per pay period. Employees must provide certification of proficiency in a language other than English in the areas of conversation, reading, and writing from an accredited institution.

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.

### **Standby Pay**

An Overtime-eligible employee is considered to be on standby status in accordance with [NAC 284.218](#).

### **Equipment**

Employees will continue to receive the following additional compensation:

Tools, Equipment, and Resources: 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](#).

Differentials and Allowances: Employees shall receive differentials and allowances currently being offered to employees in their unit and/or those differentials and allowance in accordance with [NRS](#) and [NAC 284](#).

# Article XI - Leave

## PAID LEAVE

### ADMINISTRATIVE LEAVE

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

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

### 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 the maximum as stated in NRS.

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

#### **Accrual**

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

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

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

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

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

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.

#### **Annual Leave Usage**

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

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



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

### **Annual Leave Cash Out**

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.

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.

### **CATASTROPHIC LEAVE**

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.

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.

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

Employees are permitted to donate 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.

### **CIVIL LEAVE (JURY DUTY)**

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.

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:

**Working Prior to Jury Duty Reporting Time**

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,

**Working After Jury Duty Reporting Time**

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.

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

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

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

**INTERVIEW LEAVE**

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

**COMPENSATORY TIME**

As defined in [Article X, Compensation](#).

## **HOLIDAYS**

Employees will be provided the following paid non-working holidays per year, pursuant to [NRS 236.015](#):

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

### **Holiday Observance Days**

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.

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.

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.

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.

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

## **Holiday Compensation Rules**

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.

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.

## **MILITARY LEAVE**

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.

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

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

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

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

## **PERSONAL LEAVE**

Full time employees shall accrue two (2) Personal Leave days per calendar year on January 1.

Part-time employees shall accrue one (1) Personal Leave day (8 hours) each year on January 1.

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

Personal Leave may not be carried over from one year to the next and has no cash value upon separation from State service.

## **SICK LEAVE**

### **Accrual**

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

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

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

### **Carry Forward & Transfer**

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

### **Sick Leave Use**

Sick Leave may be used for the following reasons:

- a) Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.
- b) Time away from work to attend personal medical or dental appointments.
- c) Time away from work to care for family members as allowed under the [Family & Medical Leave Act \(FMLA\)](#). Family member is defined to include:
  - i. Child.
  - ii. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child.
  - iii. Spouse.
  - iv. Registered domestic partner.
  - v. Grandparent.
  - vi. Grandchild.
  - vii. Sibling.
- d) Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others if such leave is not covered by Administrative Leave or other leave.
- e) Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- f) Time away from work to attend preventive health care appointments of family or [household members](#), up to one (1) day for each occurrence, if arranged in advance with the Department or Division.

- g) Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
- h) Time away from work to be with member(s) of the employee's household who experience injury or illness.

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

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

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. Employees will be given sufficient notice for a requirement of documentation prior to returning.

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

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

If the employee is in a position where a relief replacement is necessary, they will make every effort to notice their supervisor as soon as practicable but, not less than one and one-half (1½) hours prior to their scheduled time to report to work.

### **Sick Leave Abuse**

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

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

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

If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under [Article XIX, Discipline](#).

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

## **UNION BUSINESS LEAVE**

See [Article XXV, Union Rights](#).

## **UNION COLLECTIVE BARGAINING LEAVE**

See [Article XXV, Union Rights](#).

## **UNION REPRESENTATION LEAVE**

See [Article XXV, Union Rights](#).

## **WORK-RELATED INJURY (WORKERS' COMPENSATION)**

### **General Provisions**

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

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

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

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

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

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

### **Compensable Work-Related Injury or Illness Leave**

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

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.

## **Return-to-Work**

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

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

## **PART II – UNPAID LEAVE**

### **BENEFITS RELATING TO DOMESTIC VIOLENCE**

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

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

- a) Obtain a diagnosis, care, or treatment of a related health condition; and/or,
- b) Obtain counseling or assistance; and/or,
- c) Participate in any related court proceedings; and/or,
- d) Establish a safety plan.

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

### **BEREAVEMENT LEAVE**

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.

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

In the event an employee needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department or Division.



## **LEAVE WITHOUT PAY (LWOP)**

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.

## **LEAVE OF ABSENCE WITHOUT PAY**

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.

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.

## **FAMILY & MEDICAL LEAVE**

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

- a) Time away from work for the birth of and to care for a newborn child, or placement for adoption or foster care of a child, and to care for that child.
- b) Time away from work due to an employee's own serious health condition that requires their absence from work.
- c) Time away from work to care for a spouse, child, stepchild, adopted, or foster child, parent, or registered domestic partner, who suffers from a serious health condition that requires on-site care or supervision by the employee.
- d) Time away from work for a qualifying exigency when the employee's spouse, child, stepchild, adopted, or foster child of any age, or parent is on active duty or called to active-duty status of the Armed Forces, Reserves, or National Guard for deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Eligible employees may take up to twenty-six (26) workweeks of time away from work in a single twelve (12) month period to care for a covered service member or veteran who is suffering from a serious injury or illness incurred while deployed on active duty, provided that covered service member or veteran is the employee's spouse, child, stepchild, adopted or foster child of any age, parent, or next of kin.

During a single twelve (12) month period where an employee takes time away from work to care for a family member in the military, the employee may only take a combined total of twenty-six (26) weeks of time away from work for being a military caregiver and time away from work for any other FMLA qualifying reason(s).

The single twelve (12) month period to care for a covered service member or veteran begins on the first day the employee must be absent from work for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA covered time off.

Entitlement to time away from work for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the adopted or foster child.

The FMLA entitlement period will be a rolling twelve (12) month period measured from the date an employee begins their FMLA covered absence. Each time an employee takes time away from work during the twelve (12) month period for their FMLA approved reason, the time will be subtracted from the available allotment of twelve (12) workweeks.

The Employer will continue the employee's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of time away from work covered by the FMLA. The employee will be required to pay their share of health insurance, life insurance, and disability insurance premiums.

The Employer has the authority to designate absences that meet the criteria as FMLA covered time away from work.

Employees may use paid leave while away from work for an FMLA qualifying event. The use of any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any employee using paid leave for an FMLA qualifying event must follow the notice and certification requirements relating to that form of paid leave as stated in this Article.

The Employer may require certification from the employee's, family member's, or the covered service member's health care provider for the purpose of qualifying for time away from work under the FMLA.

The Employer will use [forms](#) designated by the [United States Department of Labor \(US DOL\)](#) in the administration of the FMLA.

Time away from work for an employee's or a family member's serious health condition, serious injury, or illness covered under the FMLA may be taken intermittently when certified as medically necessary.

Employees must make reasonable efforts to schedule time away from work for planned medical treatment so as not to unduly disrupt the Employer's operations. Absence due to qualifying exigencies may also be taken on an intermittent basis.

Upon returning to work after the employee's own serious health condition, the employee will be required to provide a fitness for duty (FFD) certificate from their treating health care provider.

The employee will provide the Employer with not less than thirty (30) days' notice before any absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty (30) days in advance, then the employee will provide such notice as is reasonable and practicable.

Definitions used in this Section will be in accordance with the FMLA. The parties recognize that the US DOL is working on further amendments to the FMLA. The Employer and the employees will comply with existing and any adopted federal FMLA regulations and/or interpretations.

### **MILITARY LEAVE - UNPAID**

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

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

## **Article XII - Workplace Environment**

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.

### **APPEARANCE**

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.

### **SECONDARY EMPLOYMENT**

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.

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

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

## **Article XIII - Performance Evaluation**

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.

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

Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date. Performance ratings are as follows:

Exceeds Standards.

Meets Standards.

Does not Meet Standards.

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.

Standards/elements will be applied fairly, objectively, and equitably. The Employer shall take into account equipment and resource problems, lack of training, and other matters outside of an employee's control when applying standards/elements to performance. Pre-approved time away from the job including Sick Leave, Personal Leave days, Annual Leave, and authorized use of Union Representation Leave will not be considered negatively in the application of performance standards and elements. Evaluations shall fully take into account such approved absences in a measure of timeliness and quantity of work. Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) months of employment. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3<sup>rd</sup>), seventh (7<sup>th</sup>), and eleventh (11<sup>th</sup>) months. Employees will receive copies of each performance report and

official copies will be placed in the Central Records Personnel File, and copies may be maintained in the Supervisor File and the employee's Departmental or Divisional Personnel File for reference.

## **PERFORMANCE EVALUATION PROCEDURE**

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).

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.

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."

Appraisals shall include the following:

- a) Performance rating for the rating period;
- b) Specific tasks the employee needs to achieve during the next appraisal period and performance standards/elements applicable to the next period;
- c) Modifications to the employee's job description, if any; and,
- d) Recommendations for training to enhance the employee's skills, if any.

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.

## **COACHING & COUNSELING**

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

Coaching & Counseling gives supervisors an opportunity to discuss performance 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.

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.

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

## **LETTERS OF INSTRUCTION**

Letters of Instruction are used as a tool designed to serve as a way for the Department or Division to provide an employee with information and instruction or training to correct behavior or performance deficits.

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

Letters of Instruction may be issued by the immediate supervisor(s) responsible for the employee's activities, whenever practicable.

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

## **PERFORMANCE IMPROVEMENT PLAN (PIP)**

If an employee is having documented performance issues, a meeting may be held between the Department or Division, the employee, and if the employee desires, a Union 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 copy of the executed, signed, and/or acknowledged PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File.

## **PERFORMANCE EVALUATION REVIEW**

In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such request must be made in writing, must identify specific points of disagreement, and must be submitted to their immediate supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. If the reviewing officer is not the Appointing Authority, the Reviewing Officer must submit to the Appointing Authority a recommendation to uphold or modify the report on performance. The Appointing Authority shall review the recommendation of the Reviewing Officer regarding the contested report on performance and render a final decision to the employee within ten (10) working days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under [Article XX, Grievance Procedure](#).

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

# Article XIV - Training & Professional Development

## GENERAL PROVISIONS

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

## MANDATORY TRAINING

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

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

Attendance at Employer-required training will be considered time worked in accordance with [Article X, Compensation](#).

## SPECIALIZED MANDATORY TRAINING

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

Specialized mandatory training includes but is not limited to: safety-related training; equipment operation training; and CDL training.

Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with [Article IX, Safety & Health](#). Additionally, if a specific training is required to perform certain functions, only employees who have completed that training will perform that work.

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

## INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The DHRM Office of Employee Development (OED) provides statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.

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

The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention. The courses offered by the Risk Management Division may be available for interested and qualified employees.

## **CONTINUING EDUCATION, CERTIFICATION, & LICENSURE**

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

Attendance at continuing education courses are considered work time in accordance with [Article X, Compensation](#). Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.

## **EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES**

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.

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

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.

## **TRAINING RECORDS**

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.

## **MASTER COLLECTIVE BARGAINING AGREEMENT (MCBA) TRAINING**

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.

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

### **TUITION REIMBURSEMENT**

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

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, except in accordance with Department or Division policy.

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 XV - Alcohol, Drug, & Tobacco-Free Workplace**

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.

The Employer has developed and maintains the [State of Nevada Alcohol & Drug Program](#) in compliance with Federal and State law.

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The Employer offers an [EAP](#) to all employees.

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

### **TOBACCO-FREE WORKPLACE**

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

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

Employees who wish to receive resources on smoking and tobacco cessation should visit [www.nevadatobaccoquitline.com](http://www.nevadatobaccoquitline.com).

## **Article XVI - Remote Work**

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.

If a Department or Division has a remote work or telework policy and an employee wishes to work remotely, they must request approval from their Department or 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.

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 or 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.

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.

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

This Article is not subject to [Article XX, Grievance Procedure](#).

## **Article XVII - Reasonable Accommodation**

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

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

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

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

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

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

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

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

## **Article XVIII - Unlawful Discrimination**

### **Harassment & Discrimination**

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 or Divisional Human Resources Office.

The Department or 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.

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.

### **Sex- or Gender-Based Harassment & Discrimination**

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.

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.

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.

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.

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

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.

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

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.

### **Employee Responsibilities**

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.

A Department or Division shall not promote a person who has not completed the sex- or gender-based harassment training as described above.

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:

- a) 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,
- b) Making submission to or the rejection of such conduct described in Subsection a) by a person a basis of employment decisions affecting that or any other person; or,
- c) 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:
  - i) Harassing behavior is of a sexual nature; or,
  - ii) Harassing behavior is not sexual in nature, but is related to the sex or gender of the alleged victim or others; or,
  - iii) Harassing behavior is sex- or gender-neutral in content but occurs because of an individual's sex or gender; or,
  - iv) Any combination of the types of behaviors described above.

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 or 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.

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.

## **Complaint Process**

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.

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 or Division, or they may elect to report the incident as set forth below.

If the employee decides to follow through on a formal complaint after talking to their supervisor or next level of authority in their Department or 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 Sexual Harassment & Discrimination Investigation Unit (SHDIU).

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:

- a) to the coordinator within their Department or 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 or Division, the Equal Employment Opportunity (EEO) Officer, or the Departmental or Divisional Human Resources Office; or,
- b) by completing and filing a [Sexual Harassment or Discrimination Complaint Form](#) using the Department's or Division's employee information and timekeeping system; or,
- c) by calling the DHRM's Harassment/Discrimination Hotline at (800) 767-7381.

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

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

- a) The alleged harasser is a public officer as defined in [NRS 284.005](#); or,
- b) 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.

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.

## **UNLAWFUL DISCRIMINATION PROCEDURE**

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

- a) The section of the Division of Human Resource Management that investigates sexual harassment and discrimination;
- b) The Attorney General;
- c) The employee's Appointing Authority, or designee;
- d) An Equal Employment Opportunity Officer;

- e) A Human Resources Officer of the Department or Division in which the employee is employed; or,
- f) 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).

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.

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

## **Article XIX - Discipline**

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.

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. 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.

When discipline is necessary, a progressive disciplinary model will be used. The Employer will treat employees fairly and equitably in the application of discipline and shall fully consider mitigating factors raised by the employee whenever it disciplines an employee.

### **PROGRESSIVE DISCIPLINE**

The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees 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.

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

- a) Oral Warning
- b) Written Reprimand
- c) Suspension Without Pay
- d) Demotion
- e) Dismissal from Service

The Employer may skip any progressive disciplinary level if it is determined that the seriousness of a first offense warrants such action.

## **LAST CHANCE AGREEMENT (LCA)**

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.

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.

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 or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

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.

## **DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE**

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

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.

The Employer will:

- a) Notify the employee in writing of the deficiency and provide an explanation of the Employer's position.
- b) The notice shall include:
  - i. Specific instances of unacceptable performance by the employee on which the proposed action is based;
  - ii. The performance standards/elements of the employee's job classification involved in each specification of unacceptable performance; and,
  - iii. A description of the efforts made by the Employer to assist the employee in improving performance.
- c) 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,
- d) 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.

## **Performance Appraisals**

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

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



- b) 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 Department or 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:

- a) An identification of the performance standards/elements for which performance is unacceptable;
- b) 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,
- c) 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.

## **INVESTIGATIONS**

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

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.

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 reschedule the meeting for another reasonable time in order to secure Union representation during the interview.

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.

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.

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.

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

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.

## **PRE-DISCIPLINARY REVIEW**

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:

A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the employee.

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.

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

At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may inspect any evidence in the possession of the Department or Division and submit a response. The Department or Division must consider any such response before making a recommendation to impose punitive action against the employee.

The employee may request Administrative Leave with pay for up to forty (40) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal from service.

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

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

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

## **CONFIDENTIALITY**

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

## **GRIEVANCES OF DISCIPLINARY ACTION**

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

Once an employee has properly filed a grievance under [Article XX, Grievance Procedure](#), or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

# **Article XX - Grievance Procedure**

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

"Grievance" means an act, omission, or occurrence that an employee believes to be an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to, compensation, working hours, working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, or regulation relating to the employee's employment, imposition of discipline, or other adverse personnel actions.

The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

- a) Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in [Article XVIII, Unlawful Discrimination](#).
- b) A change in classification or the allocation of positions ([NRS 284.165](#))
- c) Refusal to examine or certify an applicant for an open position ([NRS 284.245](#))

- d) A denial of Catastrophic Leave ([NRS 284.3629](#))<sup>1</sup>
- e) Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action ([NRS 281.641](#))

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

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:

the exclusive representative is given an opportunity to be present at any meetings or hearings related to the adjustment of the grievance and provided a copy of the adjustment of the grievance; and,

the adjustment of the grievance is not inconsistent with the provisions of the CBA or any supplemental bargaining agreement then in effect.

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.

Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) calendar 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) calendar days after the effective date of the discipline at the step set forth in [Article XIX, Discipline](#).

## **FILING AND PROCESSING A GRIEVANCE**

### **Procedure**

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

An employee in a bargaining unit who has been 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](#).

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](#).

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Catastrophic Leave shall be processed in accordance with [NRS 284.3629](#) et. seq., however, in the event of an adverse decision by the Catastrophic Leave Committee, the employee may choose to file a grievance under this Article beginning at Step 5.

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.

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

The written grievance must include the following information:

- a) The name of the grievant.
- b) The grievant's job classification, Department, Division, and Section.
- c) The grievant's contact information.
- d) 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.
- e) The name(s) of any witness(es) to the alleged incident.
- f) 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.
- g) The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution.
- h) The specific remedy sought by the grievant.
- i) The name and contact information for the grievant's representative(s), if any.

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, with a copy sent to the DHRM LRU.

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

### **Modifications to a Grievance**

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.

### **Consolidation of Grievances**

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

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

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.

## **INFORMAL RESOLUTION OF A GRIEVANCE**

### **General Provisions**

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

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.

## **Informal Mediation**

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 Employee Management Services Unit to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

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.

## **WITHDRAWAL OF A GRIEVANCE**

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

## **STEPS IN THE GRIEVANCE PROCEDURE**

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

### **Step 1 - Immediate Supervisor**

Step 1 of the grievance process is the attempt by the grievant and their representative, if any, and the grievant's immediate supervisor to resolve the dispute. The supervisor 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.

### **Step 2 - Division Administrator**

If the grievance is not resolved at Step 1, the grievant or their representative may present the written grievance to their Division Administrator, with a copy to the DHRM LRU within seven (7) working days from the date of the written response from the immediate supervisor.

The Division Administrator 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.

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 Division Administrator.

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

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, with a copy to the DHRM LRU.

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.

If the grievant wishes to escalate the grievance to the next step they must do so within seven (7) working days of the due date of the written response of the Department Head, or designee.

#### **Step 4 – Formal Mediation**

If the grievance is not resolved at Step 3, within fifteen (15) calendar days of receipt of the Step 3 decision, the grievant or their representative, if any, may submit a request, with a copy to the DHRM LRU for formal mediation with the [Federal Mediation & Conciliation Service \(FMCS\)](#).

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.

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.

#### **Step 5 - Arbitration**

If the grievance is not resolved at Step 4, the grievant or their representative, if any, or the Union may file a demand to arbitrate the dispute with the [American Arbitration Association \(AAA\)](#) or the Federal Mediation & Conciliation Service (FMCS) within thirty (30) calendar days of the conclusion of the mediation session. A copy of the demand will be filed with the DHRM LRU. 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.

### **ARBITRATION PROCEDURE**

#### **General Provisions**

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

#### **Selecting an Arbitrator**

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

#### **Authority of the Arbitrator**

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.

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 or Division's decision by conducting a review in accordance with Nevada law in effect at the time of the Department's or Division's decision.

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.

The decision of the Arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement, but may give appropriate interpretation or application to such terms and provide appropriate relief.

Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses and the cost of obtaining the names of arbitrators from the AAA or the FMCS. The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the standard set forth in the Uniform Arbitration Act. Decisions of the Arbitrator shall be enforced within thirty (30) days of receipt by both parties.

## **ATTENDANCE AT MEETINGS**

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

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.

An employee must provide at least two (2) working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting. Ten (10) calendar 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 or Division.

## **SUCCESSOR CLAUSE**

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.

## **TIMELINES**

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

### **Failure to Meet Timelines**

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.



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.

## **GRIEVANCE FILES**

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

## **MISCELLANEOUS**

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

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.

The issue of non-grievability may be properly raised by the Department or Division 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.

# **Article XXI - Union/Management Dispute Resolution**

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.

## **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 or Divisions, no single State Department or Division has this authority absent the involvement and approval of the LRU.

## **THE UNION**

Units A, E, F, and I have designated the American Federation of State, County, & Municipal Employees (AFSCME) as their exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada [Employee Management Relations Board \(EMRB\)](#), the Union is the only entity with the authority to act as the agent and

exclusive representative on collective bargaining matters on behalf of Units A, E, F, and I under NRS 288.

### **DISPUTE RESOLUTION**

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.

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

### **UNION GRIEVANCES**

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.

In the event the Union has a dispute with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Grievance Procedure of this Agreement, beginning at the formal mediation step. Such grievance should also be copied to the Department or Division within which the Union has identified their grievance, if any.

### **SUCCESSOR CLAUSE**

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 XXII - Layoff & Reemployment**

### **LAYOFF**

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.

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

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

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

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.

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

- a) Emergency employees.
- b) Temporary employees.
- c) Provisional employees.
- d) Probationary employees.

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.

Employees affected by the layoff shall be provided rights pursuant to [NRS 286.3007](#).

### **Transfers**

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

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

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

### **Voluntary Demotions**

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

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

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.

### **Layoff**

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.

### **REEMPLOYMENT**

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.

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

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.

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

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.

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

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.

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.

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

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.

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.

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.

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.

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.

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.

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.

### **SENIORITY DATE WHEN REEMPLOYED**

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

## **Article XXIII - Separation**

### **RESIGNATION**

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

### **DISABILITY SEPARATION**

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

### **Reinstatement from Disability Separation**

Employees who have been separated from service due to a disability may be eligible for reinstatement if they have recovered from the condition 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.

### **DISABILITY RETIREMENT**

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

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

# **Article XXIV - Union/Management Communication Committees**

## **PURPOSE**

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.

## **DEPARTMENT OR DIVISION-LEVEL COMMITTEES**

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

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

## **AD HOC COMMITTEES**

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

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

## **SAFETY COMMITTEES**

The Employer and the Union may establish Joint Safety Committees according to this Article and [Article IX, Safety & Health](#).

## **SCOPE OF AUTHORITY FOR COMMITTEES**

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.

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.

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 XXV - Union Rights**

### **EMPLOYEE RIGHTS**

#### **RIGHT TO UNION MEMBERSHIP**

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

#### **RIGHT TO UNION REPRESENTATION**

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.

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.

### **UNION RIGHTS**

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.

#### **ACCESS FOR UNION REPRESENTATIVES**

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

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.

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

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.

## **BULLETIN BOARDS**

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

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.

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

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.

## **USE OF STATE FACILITIES & EQUIPMENT**

### **Meeting Space & Facilities**

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.

### **Supplies & Equipment**

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.

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

Employees may use State-operated email to request Union representation. Union Stewards 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 XX, Grievance Procedure](#). It is the responsibility of the sending party to ensure the material is received. Such use will:

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



g) Not include general communication and/or solicitation with employees.

The Union and its 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.

## **UNION STEWARDS**

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.

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

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

Representational duties will be coded to Union Representation Leave on the Union Steward’s timecard.

## **TIME AWAY FROM WORK FOR UNION ACTIVITIES**

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 Representation Leave for representation matters. Time away from work for these activities must be approved in advance and in writing by their Department or Division or the DHRM Administrator, or designee.

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

The Union will provide the Department or Division or 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.

Effective July 1, the Union will have an aggregate pool of three thousand (3,000) hours to draw from for Union Business Leave and Union Representation Leave. The pool of hours does not roll over from fiscal year to fiscal year. Should the Union exhaust all hours in the pool prior to the end of the fiscal year, they must submit a notification in writing to the DHRM LRU for additional hours.

## **Union Business Leave**

Union Business Leave is paid leave that may be used when a Union approved member is performing Union-related duties that are not associated with [Article XX, Grievance Procedure](#), or the collective bargaining process.

Employees shall be allowed reasonable time off without charge to leave or pay during working hours to use Union Business Leave for activities related to Union governance not otherwise covered by this article.

The Union approved member must request the use of Union Business Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.

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

No Overtime or Compensatory Time will be incurred as a result of the use of Union Business Leave.

Union approved members are responsible for coding their time appropriately when using Union Business Leave.

### **Union Representation Leave**

Union Representation Leave is paid leave that is used when a Union Steward is performing Union-related duties associated with [Article XX, Grievance Procedure](#).

Requests for Union Representation Leave must be submitted using the established process to request leave and as far in advance as possible to their Department or Division. Union Representation Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request. It is incumbent upon the Union Steward requesting Union Representation Leave to ensure their request has been received by their Department or Division for consideration.

No Overtime or Compensatory Time will be incurred as a result of the use of Union Representation Leave.

Union Stewards granted the use of Union Representation Leave are responsible for coding their time appropriately.

### **NEW EMPLOYEE ORIENTATION**

The Union 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.

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 or Division and operational needs.

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

## **INDEMNIFICATION**

The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to any Union activity that is not a representational duty such as Union Business Leave, access to new employees, disbursement of Union materials, Union training, and conferences.

## **Article XXVI - Mid-Contract Bargaining**

The Employer will satisfy its collective bargaining obligation before making changes to conditions of employment.

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:

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.

Where the change will occur; and,

The date the Employer intends to implement the change.

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](mailto: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.

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.

Only when the parties agree to negotiate a successor Agreement due to expiration will the entire Agreement be eligible for reopening for negotiation.

## **Article XXVII - Department or Division-Specific Bargaining**

During open negotiations for this Agreement, the Employer and the Union may identify items that are suited for Department or Division-specific bargaining.

Proposals for Department or Division-specific bargaining must be both Department or Division-specific and non-compensation.

For the MCBA term of July 1, 2021 through June 30, 2023, and only in order to complete a full initial Agreement, the parties will begin bargaining Department or Division-specific agreements as soon as practicable, but no earlier than July 15, 2021 and completed no later than December 31, 2021. The parties agree to seek mediation to resolve impasse for all unresolved issues in Department or Division specific negotiations.

Any tentative agreements reached by the parties will be appended to the MCBA as a supplemental agreement upon approval by the Board of Examiners.

For subsequent contracts, the Union will provide its Department or Division-specific proposals to the DHRM LRU via [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov) by September 1 of an even numbered year beginning in 2022, or the first workday thereafter.

The Employer will provide its Department or Division-specific proposals and/or counterproposals to the Union by October 1 of an even numbered year, or the first workday thereafter.

Any tentative agreements reached during Department or Division-specific negotiations will be provided to the chief negotiators of the Employer and the Union by November 30 of an even numbered year for inclusion in the full MCBA.

### **IMPASSE**

Should the parties fail to reach an agreement by February 1 of an odd numbered year, either party may declare impasse. The parties agree to seek mediation to resolve the impasse.

## **Article XXVIII - Political Activity**

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:

Directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving, any assessment, subscription, or monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department or Division and who is a subordinate of the solicitor.

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.

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.

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 XXIX - Disclosure of Improper Governmental Action**

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

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

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

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

### **FRAUD HOTLINE**

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

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

## **Article XXX - Strikes & Lockouts**

### **Lockout**

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.

### **Stoppages & Strikes**

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 XXXI - Entire Agreement**

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, 2021.

This Agreement supersedes any and all previous agreements and all conflicting Employer and Departmental or Divisional rules, policies, and regulations on the same matters except as otherwise specifically provided herein.

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 XXXII - Savings Clause**

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 XXXIII - Appropriations**

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.

Legislative appropriation less than the bargained for value of economic articles will be implemented pursuant to legislative prioritization if applicable.

In the case where the Legislature underfunds the Agreement as negotiated and the Legislature is not clear about how those funds should be prioritized, the parties shall bargain over how funds appropriated for this Agreement will be distributed. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.

If any funding is approved by the Legislature in excess of this Agreement, and the Legislature is not clear about how those funds should be prioritized, the parties shall bargain over how those additional funds should be distributed. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.

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

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

## **Article XXXIV - Distribution of Agreement**

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.

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

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 XXXV - Term of Agreement**

All provisions of this Agreement will become effective July 1, 2021 and will remain in full force and effect through June 30, 2023; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.

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

# Appendices



# Appendix A

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

### Unit A

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

<b>Job Title/Option</b>	<b>Grade</b>
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.]

<b>Job Title/Option</b>	<b>Grade</b>
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.]

<b>Job Title/Option</b>	<b>Grade</b>
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



**Unit I**

[Category III Peace Officers]

<b>Job Title/Option</b>	<b>Grade</b>
Correctional Officer	33
Correctional Officer Trainee	31
Forensic Specialist I	28
Forensic Specialist II	30
Forensic Specialist III	32
Senior Correctional Officer	34

# **Appendix B**

## **Job Classifications Serving Six (6) Month Probationary Periods**

<b>Job Title/Option</b>	<b>Grade</b>
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.]

<b>Job Title/Option</b>	<b>Grade</b>
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.]

<b>Job Title/Option</b>	<b>Grade</b>
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.]

<b>Job Title/Option</b>	<b>Grade</b>
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 IV	29

**Unit I**

[Category III Peace Officers.]

<b>Job Title/Option</b>	<b>Grade</b>
Correctional Officer	34
Correctional Officer Trainee	32
Forensic Specialist I	30
Forensic Specialist II	32
Forensic Specialist III	34
Senior Correctional Officer	35

## **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, & I.

### 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, & I.

### Department of Corrections

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

### 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, & I.

### Department of Health & Human Services

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

### Department of Public Safety

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

### 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, & I.

# Appendix F

## Department or Division-Specific Shift Trade Procedures

### Attorney General's Office

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

### Department of Administration

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

### Department of Agriculture

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

### Department of Corrections

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

### Department of Conservation & Natural Resources

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

### Department of Health & Human Services

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

### Department of Public Safety

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

### Department of Transportation

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

### Department of Veterans Services

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

### Office of the Military

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



# **Memoranda of Understanding**