



**NEVADA**  
POLICE UNION

**State of Nevada**  
**&**  
**Nevada Police Union (NPU)**  
**Collective Bargaining Agreement**  
**July 1, 2021 – June 30, 2023**

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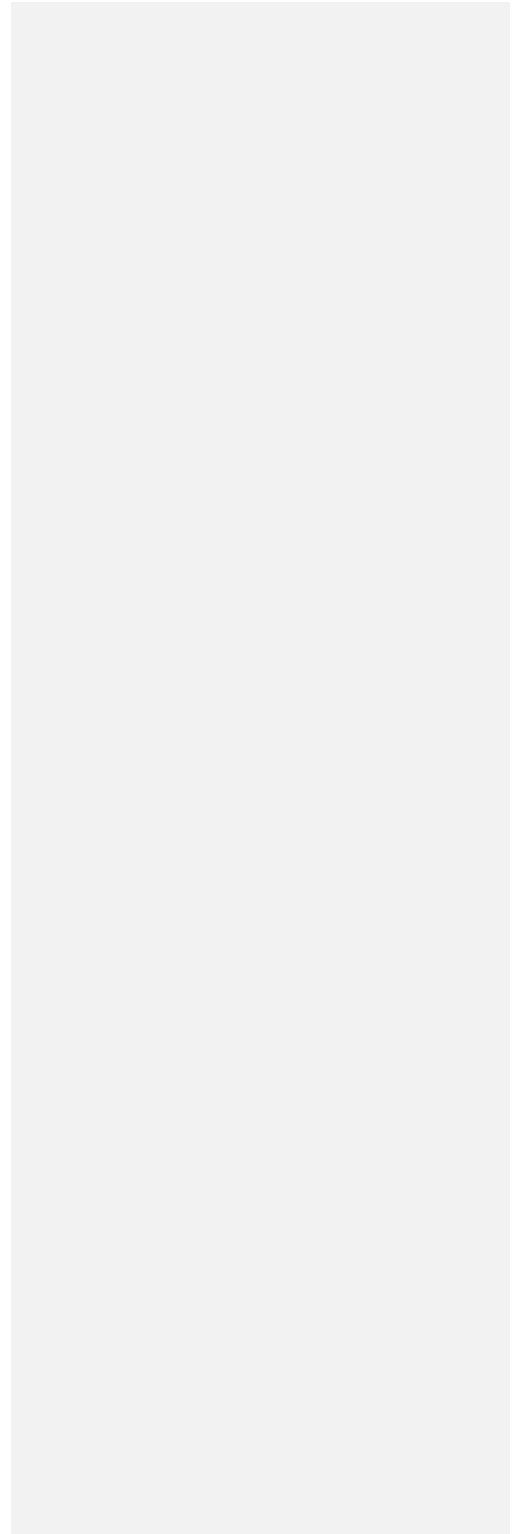
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# Preamble

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

## Article I Union Recognition

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

This Agreement does not cover any statutorily excluded job classifications, or any job classifications not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The Employer may establish additional job classifications which may be included in Appendix A, and/or may make changes to an existing bargaining unit job classification. Any proposed changes to the job classifications listed in Appendix A will be noticed to the Union within thirty (30) calendar days of the effective date of the change.

### Non-Discrimination

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

Employees who feel they have been the subject of discrimination may file a complaint using the procedure outlined in Article \_\_, Workplace Behavior.

## Article II Management Rights

It is understood and agreed that the Employer possesses the sole right, authority, and

responsibility to lawfully operate and to command and direct employees. Nothing in this Article shall modify any other portion of this Agreement or supersede any provisions of NRS 288.150.

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

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

## **Article III Union Dues**

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

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

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

There shall be dues deductions by the State.

Deduction of Union Dues is strictly a voluntary deduction.

The Union will provide the Employer with a copy of the employee's signed membership card. The Union will provide the designated pay center for the employee's Department or Division the percentage and maximum dues amount to be deducted from the employee's paycheck.

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

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

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

## **C. Status Reports**

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

1. Employee name.
2. Mailing address.
3. Employee job title.
4. Department and Division.
5. Official duty station or work site.
6. Work phone number
7. Work email address.
8. Date of hire.
9. Pay grade.
10. Pay step.
11. Seniority date.
12. Separation date.

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

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

## **D. Revocation**

An employee may revoke their authorization for payroll deduction of Union dues by written request to the Union in accordance with the terms and conditions of their signed membership card.

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

## **E. Indemnification**

The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to the deduction of Union dues or fees and any and all issues related to Union disclosure of employee information from status reports.

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

## **Article IV Hiring & Appointments**

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

### **A. Promotions, Transfers, & Demotions**

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

## **Article V Records Management**

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

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

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

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



the file(s) that they consider objectionable.

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

## **A. File Types**

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

### **1. 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.

### **2. Payroll File**

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

### **3. Personnel File**

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

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

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

If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

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

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

#### **4. 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, any other performance documentation that is appropriate [such as] a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).

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

The Supervisor File may be made available to the employee upon request.

No unfavorable comments or documents will be placed in a Supervisor File unless:

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

If the employee refuses to initial the comment or document, a notation must be made indicating that the employee has refused; and

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

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

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

#### **5. Training Files**

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

#### **6. Recordkeeping for the purposes of disciplinary action, promotion, or transfer :**

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

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

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

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

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

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

Any investigation that results in a finding of fact of "Unfounded," "Exonerated," or "Not Sustained" shall not be made part of an employee's Departmental or Divisional Personnel File or Supervisor File and shall not be considered as evidence in a subsequent investigation of that employee on a different matter.

Any investigation that results in a finding of fact of "Sustained," "Sustained, Other," "Exonerated, Other," "Resolved," or "No Finding" may be included in an employee's Departmental or Divisional Personnel File and Supervisor File and may be considered in a subsequent investigation of that employee on the same or a similar matter.

## **B. Confidentiality**

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

## **C. Public Records**

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

# **Article VI Hours of Work**

This Article outlines the general administration of hours of work and shall not be construed as an exhaustive representation of the Employer's policies and procedures regarding hours of work for employees. Department or Division-specific policies, Standing Orders (SO's), or Administrative Regulations (AR's) should be consulted when employees need detailed information.

## **A. Work Schedules**

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

Regular work schedules for employees covered under this Agreement may consist of one of the following combinations of daily work hours, meal breaks, and rest periods during a workweek:

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

Ten (10) hours per workday, four (4) days per workweek, with three (3) consecutive RDO's. A forty (40) hour per workweek variable and flexible schedule.

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

Absent exigent circumstances, employees shall have a minimum eight (8) hour break between shifts.

Employees covered under this Agreement are responsible for checking their Department or Division scheduling calendars to ensure they report for duty as required.

## **B. Meal Breaks for DCNR/Parks, NDPS, & NSHE**

The Employer and the Union agree to Meal Breaks that vary from and supersede the Meal Break requirements of federal and state law.

Meal Breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes of paid time and will be scheduled as close the middle of the work shift as possible. Employees working three (3) or more hours longer than their regularly scheduled workday will be allowed an additional thirty (30) minute Meal Break.

Employees covered under this Agreement that are currently allowed to take a thirty (30) minute paid Meal Break under Department or Division policy will continue to have a thirty (30) minute paid Meal Break.

Employees covered under this Agreement that are currently allowed to take a sixty (60) minute paid Meal Break under Department or Division policy will continue to have a sixty (60) minute paid Meal Break.

When an employee's Meal Break is interrupted by work duties, they will be allowed to resume their Meal Break following the interruption, if possible, to complete their allotted Meal Break period.

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

### **C. Rest Periods for DCNR/Parks, NDPS, & NSHE**

The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of 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. Rest periods will be paid.

Where the nature of the work allows employees to take intermittent Rest Periods equivalent to fifteen (15) minutes for each one-half (1/2) shift of three (3) hours or more, scheduled Rest Periods are not required.

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

### **D. Meal Breaks for NDOW**

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

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

### **E. Rest Periods for NDOW**

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

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

## **F. Daily Work Shift Changes**

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

## **G. Temporary Schedule Changes**

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

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

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

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

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

## **H. Permanent Schedule Changes**

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

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

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

## **I. Employee Requested Schedule Changes**

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

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

## **J. Time Reporting**

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

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

"Off-the-clock" work is prohibited and failure to accurately record working time is grounds for discipline.

## **K. Shift Bid Process**

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

## **L. Shift Trade**

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

# **Article VII Seniority**

Seniority shall be based on total continuous State of Nevada service in a Category I Peace Officer position.

Seniority shall be considered, subject to emergencies, operational needs, and safety, for the purposes of scheduling, shift bid, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests. Both parties understand that a tie breaker may not be applicable to every request.

Departments with shift bid processes will provide a shift bid list with at least 50% of the shift assignments available for bid by seniority.

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

Departments may assign staff to shifts based on training, experience, and special assignments to ensure best practices and public safety. The Employer has the right to reassign employees to shift assignments as required due to operational need and cross-training.

## **Article VIII Safety & Health**

### **A. General Provisions**

The Employer, employee, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

The Employer will provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and Nevada Peace Officer Standards & Training (POST).

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

The Department or Division may direct employees to use leave in accordance with Article \_\_\_\_\_, Leave, Sick Leave, when employees self-report a contagious health condition.

The Department or Division may direct employees to use leave in accordance with Article \_\_\_\_\_ Leave, Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment. This leave shall be paid consistent with Department or Division policy.

When a worksite is impacted by a critical incident, the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP). Employees may request the use of available leave



banks, including Administrative Leave, should they need time away from work due to a critical incident, at the Employer's discretion.

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

The Department or Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients.

The Department or Division will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.

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

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

## **C. Safety Committees**

Safety Committees are intended to provide a forum for the Employer, employees, and the Union to communicate about issues that arise relative to the safety of the working environment.

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

Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division head, or designee, for review and action, as necessary. The Department or Division head, or designee, will report follow-up action/information to the Safety Committee.

## **D. 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.

## **E. Physical Standards – Category I Peace Officers**

Employees in job classifications eligible for membership under this Agreement are responsible for maintaining their bodies to the appropriate physical standards as indicated in Nevada POST, the NRS, and applicable Department or Division policies.

The Employer and Category I Peace Officers are required to adhere to NRS 617 and the State of Nevada's Workers' Compensation Program administered by the Risk Management Division.

# **Article IX Compensation**

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

## **A. 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 \_\_\_\_, "Salary Schedules for Bargaining Unit G" details the salary schedule for employees covered under this Agreement.

Effective the first full pay period in July 2022, the salary schedule for Bargaining Unit G will reflect an increase of two percent (2%).

Employees covered under this Agreement who have continuous State service of more than ten (10) years on July 1, 2022, will receive annual longevity bonus payments of one-thousand five hundred dollars.

Employees covered under this Agreement who have a bachelor degree will receive an annual education bonus payment of nine-hundred dollars beginning on July 1, 2022.

Employees covered under this Agreement who have an associate degree will receive an annual education bonus payment of five-hundred dollars beginning on July 1, 2022. An employee who has a bachelor's degree will not be eligible for a bonus based on their associate degree.

Any uniform allowance checks shall be paid in a separate check.

## **B. 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.

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

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

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

### **E. 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, in accordance with NAC 284.173.

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

#### **1. General Provisions**

An employee who successfully completes twelve (12) months of satisfactory service, excluding Overtime, after initial appointment or promotion to a position, will be eligible for a merit pay increase within their salary grade on their pay progression date, and annually thereafter.

Merit pay increases are not automatically awarded to employees. Merit pay increases will not exceed the maximum of the range of the salary grade of the employee's job classification.

To be eligible for a merit pay increase, the employee must meet a satisfactory level of performance and competence during the twelve (12) month period prior to their performance

evaluation.

**2. Denial of Merit Pay Increase**

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

**3. Delay of Merit Pay Increase**

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

**G. Callback Pay**

Callback pay will be administered in accordance with NAC 284.214.

**H. Compensatory Time**

Compensatory Time will be administered in accordance with NAC 284.

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

**I. Dangerous Duty Pay**

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

**J. Overtime**

Overtime is defined in accordance with NRS 284.100 180.

## **K. Special Adjustments to Pay**

The maximum Special Adjustment to Pay and/or Special Assignment Pay for any employee is ten percent (10%) of their regular hourly rate of pay.

### **1. Field Training Officer (FTO) Pay**

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

### **2. K-9 Pay**

Employees assigned to K-9 duty are eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (K-9 Pay).

### **3. Motors Pay**

An employee who is assigned to motorcycle duty may be eligible to receive a Special Adjustment to Pay (Motors Pay) equivalent to five percent (5%) of their regular hourly rate of pay.

## **L. Standby Pay**

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

## **M. Equipment & Weapons**

### **1. General Provisions**

The Department or Division will supply a list of approved types of weapons an employee can carry while on duty. An employee may choose to carry any weapon from this list while on duty so long as they maintain the appropriate training, certifications, and qualifications for that weapon.

The Department or Division Armorer will be responsible for maintenance and repair of State-issued weapons and will stock replacement weapons and ammunition for use when weapons become unserviceable.

Employees who choose to use a personal weapon as their duty weapon are responsible for maintenance of that weapon, as well as insuring that weapon meets the appropriate standards for use and maintenance as proscribed by Department or Division policy. Additionally, employees who choose to use their personal weapon must maintain the appropriate training, certifications, and qualifications for that weapon.

A State-issued weapon that is damaged or destroyed as a result of a duty related incident will be replaced by the Department or Division. If the incident giving rise to the need for a replacement weapon is a result of negligence, the employee may be subject to disciplinary action.

An employee retiring from the State service may elect to purchase their State-issued duty-firearm.

The Employer will provide body armor for employees covered under this Agreement.

Employees who wish to purchase upgraded body armor may be eligible for reimbursement up to the cost equivalent to the Employer-provided body armor, per the life of the body armor as detailed by the manufacturer.

## **2. Equipment Replacement**

The Employer will replace Employer-provided equipment on a regular schedule as defined in Department or Division policy and procedure, or as determined by the Employer, as needed due to normal wear and tear in the course and scope of the employee's duties.

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

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

## **N. Uniforms**

### **1. General Provisions**

Employees covered under this Agreement are required to wear uniforms.

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

The State shall provide its existing uniform allowance which shall be paid to Union members in a check separate from their paycheck.

### **2. Uniform Replacement**

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

# Article X Leave

## Part I – Paid Leave

### A. Administrative Leave

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

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

### B. Annual Leave

Employees will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued leave is subject to the maximum as stated in NRS.

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

#### 1. Accrual

For each calendar month of full-time continuous service, a regular full-time employee is entitled to accrue Annual Leave as follows:

Years of Continuous Service	Annual Leave Accrual
0 to 10 years	1¼ days per month
10 years to 15 years	1½ days per month
15 years to 20 years	1¾ days per month
20 years or more	2 1/4 days per month

#### 2. Annual Leave Usage

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

#### 3. Annual Leave Cash Out

Upon separation from State service, excluding dismissal for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the

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

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

## **C. 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.



## D. Civil Leave

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

### 1. 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.

### 2. Voting

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

## E. Compensatory Time

As defined in Article \_\_, Compensation.

## F. Holidays

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
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

**1. Holiday Pay**

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

**2. Holiday Premium Pay**

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

**3. 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.

#### **4. 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.

### **G. Military Leave**

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

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

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

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

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

## H. Sick Leave

### 1. Accrual

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

### 2. 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.

### 3. Sick Leave Use

Sick Leave will be charged in one-tenth (1/10th) of an hour increments and may be used for the following reasons:

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

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

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

Child.

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.

Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.

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.

Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department or Division.

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.

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

#### **4. 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.

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

#### **5. 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 \_\_, 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.

## **6. Sick Leave Cash Out**

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

## **I. Union Business Leave**

See Article \_\_\_\_, Union Activities.

## **J. Union Collective Bargaining Leave**

See Article \_\_\_\_, Union Activities.

## **K. Union Grievance Leave**

See Article \_\_\_\_, Union Activities.

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

### **1. 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.

## **2. 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.

## **3. 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**

## **M. Benefits Related 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:

- Obtain a diagnosis, care, or treatment of a related health condition; and/or,
- Obtain counseling or assistance; and/or,
- Participate in any related court proceedings; and/or,
- 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.

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

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

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.

## **O. Furlough Leave**

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

## **P. 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.

## **Q. 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.

## **R. 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.

## S. 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 XI Workplace Violence

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

It is the responsibility of all employees to support safety and health programs. For the express purpose of protecting employees at the workplace as much as is practicable, employees are encouraged to report all incidents of direct or indirect threats received or actual violent events to a supervisor and restraining orders granted against their disgruntled spouse, domestic partner, acquaintance, or others. Failure to report will not subject an employee to disciplinary action. Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. If warranted, incidents will be immediately investigated, and appropriate action taken.

The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

## 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.

### A. 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. All Departments or Divisions will enforce these standards and uniform policies fairly and consistently.

**Commented [CMC1]:** From Alex: we negotiated the "Workplace Violence" section of the CBA to be within Article VIII, however, the CBA draft separated "Workplace Violence" into its own article. The Union does not mind this if the State prefers that "Workplace Violence" be in its own article. I just wanted to point it out in case the State has a preference

## **B. Secondary Employment**

An employee has the right to engage in any activity, enterprise, or secondary employment unless such is in violation of established law and/or directly conflicts with or impacts their duties with their Department or Division.

Secondary employment determinations must be made in accordance with Department or Division mission, policies, the State Administrative Manual (SAM), and NRS 281A. The nature of any conflict(s) or impact will be determined by the Department or Division once the employee has submitted a completed Secondary Employment Disclosure form for review. If the Department or Division believes an employee's secondary employment is in conflict or impacts their primary employment in accordance with this Section, it will respond as such in writing, such decision may be grieved under Article \_\_\_, Grievance Procedure.

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

## **Article XIII Performance Evaluation**

The Employer will evaluate employee work performance according to established work standards. Performance evaluations are expected to be fair and objective. Employees will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising is a part of the employee's job duties, their supervision of the work of others. Work standards shall be transparent and made known to the employee in advance of their performance evaluation. The Employer will make any changes in work performance standards known to employees.

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

Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date.

Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental or Divisional and Central Personnel Files.

## **A. Coaching & Counseling**

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

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

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

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

## **B. Letters of Instruction (LOI)**

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 will not be used as progressive discipline.

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

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

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

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

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

Divisional Personnel File.

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

## **D. Performance Evaluation Review**

In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such request must be made in writing, must identify specific points of disagreement, and must be submitted to their supervisor within twenty (20) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the employee. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article \_\_, Grievance Procedure. Completed performance evaluations will be filed in the employee's Departmental or Divisional Personnel File and Central Records Personnel File.

# **Article XIV Training & Professional Development**

## **A. General Provisions**

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

## **B. Mandatory Training**

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

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

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

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

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

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

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

Specialized mandatory training, pursuant to the Department's or Division's, or Nevada POST requirements includes but is not limited to: safety-related training; equipment operation training; firearms training and qualification; and, Internet security awareness training.

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

Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action up to and including dismissal.

Departments or Divisions may offer formal training to give employees training in addition to that required by Nevada POST inclusive of racial profiling, LGBTQIA awareness, homegrown domestic terrorist training, mental health, implicit bias recognition, well-being of officers, de- escalation, EVOC, human trafficking, firearms, building searches, crises intervention training, and riot control. This training may be a combination of actual practice classroom training and onlinetraining, where practicable.,

For employees in designated special assignments, they may receive additional training, practice, and education.

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

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

Employees can find a complete course listing by visiting the OED website.

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

The Risk Management Division provides statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention.

Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

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

Some employees covered under this Agreement may be required to maintain professional certifications or licensure according to their job classification and federal and state law.

Employees may request approval to attend continuing education courses for the purpose of renewing certification or licensure and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources. Attendance at approved continuing education courses during an employee's regularly scheduled workday are considered work time in accordance with Article \_\_, Compensation. when it does not unreasonably burden the Department or Division.

## **F. 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 form 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. Attendance at an external training and professional development education course will be considered work time in accordance with Article \_\_, Compensation.

## **G. Professional Association Dues**

Professional Association Dues for individual State employees are not an allowable



expense under the SAM.

## **H. 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.

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

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

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

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

Union Representatives may request to attend Union training. Union training will be considered Union Business Leave for Union Representatives to attend the training during their scheduled work shift. Union requests for leave to attend Union training shall not be unreasonably denied.

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

## **J. Tuition Reimbursement & Career Development**

Employees will be reimbursed for educational training courses taken subsequent to approval pursuant to the following:

Departments or Divisions may approve full or partial tuition reimbursement, consistent with Department or Division policy and within available resources. The employee must submit an application for approval for tuition reimbursement prior to the start of the educational course.

The training must be directly related to the required skill or education for the employee's current position. There will be no reimbursement merely for promotion preparation.

Only full-time permanent employees who have been so employed for at least one (1) year will be eligible for reimbursement. Further, eligibility will be determined by the Department or Division in accordance with the Departmental or Divisional training program.

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.

Employees who have been approved for tuition reimbursement under this Article will not be reimbursed for more than one thousand dollars (\$1,000.00) per fiscal year.

No reimbursement will be affected if the cost is assumed by any other institution, scholarship, or grant-in-aid.

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.

Employees who pay for their own course(s) may, upon approval at the discretion of the Department or Division, use paid time to attend the training.

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

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

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

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

### **A. 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.

### **B. 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.nevadatobaccoquidline.com](http://www.nevadatobaccoquidline.com).

## **Article XVI 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. This Article does not change or modify any existing relevant federal or state laws, regulations, and executive orders that allow for reasonable accommodations.

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 \_\_, Separation.

## **Article XVII Discipline**

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

The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations. The Appointing Authority, or designee, shall ensure that an employee has notice as required by NRS Chapter 284 and/or NRS Chapter 289, shall ensure the investigation is fair and impartial, and shall ensure discipline is administered fairly.

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

### **A. Peace Officers Bill of Rights**

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

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

### **B. 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.

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

1. Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.
2. Any violation of federal or state law, Department or Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.
3. Failure of an employee to abide by the standards of ethical conduct that is identified in state law or Department or Division policy.

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

### **1. Oral Warnings**

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

An Oral Warning is a verbal communication with the employee that:  
Identifies the conversation as an oral warning;  
Identifies the gap between the performance standard and actual performance or identifies misconduct.  
Establishes standard or outlines employee improvement action plan; and  
Identifies consequences of further performance issues and/or misconduct.

An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Oral Warning will be filed in the Supervisor File if one is maintained.

This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.

Oral Warnings are not subject to grievance under Article \_\_, Grievance Process; however, an employee may provide written comment to the Oral Warning and may request a review meeting with their supervisor or manager.

### **2. Written Reprimand**

Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.

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

A copy of the executed, signed and/or acknowledged Written Reprimand will be provided to the employee and will be placed in the Supervisor File, the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

An employee shall not be disciplined for refusing to sign a written reprimand. The supervisor will simply note "employee refused to sign".

Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.

An employee may grieve the receipt of a Written Reprimand by filing a grievance under Article \_\_, Grievance Procedure, within twenty (20) calendar days of receipt of the Written Reprimand.

### **3. Suspension from Duty Without Pay**

When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline.

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

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

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

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

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

#### **4. Demotion**

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

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

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

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

#### **5. Dismissal from Service**

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

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

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

Dismissal from service may either be grieved under Article \_\_, Grievance Procedure, within twenty (20) calendar days from the effective date of the dismissal or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article \_\_, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner, pursuant to NRS 288.505.

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

## **6. Last Chance Agreement (LCA)**

An LCA is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service. In the event an employee continues to have documented performance issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may, at their sole discretion, elect to enter into an LCA with that employee prior to executing dismissal from service.

A copy of the executed, signed and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

A Last Chance Agreement is not subject to the Grievance Procedure or any appeal process, as it is a voluntary agreement entered into between the Employer and the employee.

## **C. Investigations**

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

An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee. The Union President or his/her designee shall also be copied on the HR-32 notice by email.

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

A description of the nature of the investigation;

A summary of alleged misconduct of the employee;

The date, time, and place of the interview or hearing;

The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;



The name of any other person who will be present at any interview or hearing; and,

A statement setting forth the provisions of subsection I of NRS 289.080.

An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 within one hundred twenty (120) calendar days after the employee is provided notice of the allegations.

If the Appointing Authority, or designee, cannot complete the investigation and make a determination within one hundred twenty (120) calendar days, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator. The DHRM Administrator may approve an extension no more than twice except in cases where the Appointing Authority, or designee, can demonstrate a pattern of dilatory behavior on the part of the employee being investigated and/or their representative. The DHRM Administrator's decision to grant or deny an extension of time is not subject to grievance or review.

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

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

## **D. Pre-Disciplinary Review**

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

A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to Subsection 2. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is delivered or deemed received. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre-Disciplinary Review may be changed.

The employee may waive the right to a Pre-Disciplinary Review before the

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

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

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

The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal, which shall be granted unless there is good reason not to grant the request.

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

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

The employee must be:

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.

Prior to the Pre-Disciplinary Review hearing, the investigation file and employee file for the target of the investigation shall be electronically transmitted to his or her attorney or representative.

## **E. 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.

## **F. Off-Duty Conduct**

The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental or Divisional Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.

If an employee covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency that rises to the level of genuine criminal activity, not a minor criminal offense or a common interaction with law enforcement where the employee is not knowingly the suspect of an investigation or arrested, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

# **Article XVIII Grievance Procedure**

## **A. General Provisions**

All employees this Agreement covers shall have all grievance protections and due process requirements provided by existing State and Federal law. Unless otherwise stated in this Agreement, nothing shall be construed as limiting existing grievance options for employees.

A grievance shall be defined in this Agreement as:

- A dispute regarding the application or interpretation of any law or Department or Division rule, regulation, policy, or procedure relating to an employee's employment.
- A dispute regarding the application of discipline.
- A dispute regarding a written reprimand.
- A dispute regarding a disciplinary suspension.
- A dispute regarding an involuntary transfer.
- A dispute regarding dismissal from State service.

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

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

process outlined in Article \_\_\_\_, Union/Management Dispute Resolution.

## **B. Filing & Processing a Grievance**

### **1. Procedure**

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

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

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.

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

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

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

### **2. Contents of Grievance & Recipients of Grievance**

The written grievance must include the following information:

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

### **3. Modifications to a Grievance**

No newly alleged violations may be submitted after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer.

### **4. Consolidation of Grievances**

The Employer may, at its discretion, consolidate grievances arising out of the same set of facts.

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

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

The Appointing Authority, or designee, of the employing Department or Division shall submit each proposed resolution of a grievance which has a fiscal effect to the Budget Division for a determination of whether the resolution is feasible on the basis of its fiscal effects. The fiscal components of the resolution are binding only if it is so found.

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

#### **a. General Provisions**

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

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

#### **b. Informal Mediation**

Any time during grievance process Steps 1 through 3, by mutual written agreement between the grievant and Employer, the parties may request an informal mediation session through the DHRM Employee Management Services Unit to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

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.

#### **c. Withdrawal of a Grievance**

A grievance may be withdrawn by an employee at any time. If a grievance is resolved or withdrawn it cannot be resubmitted.

## **C. Grievance Levels**

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

**1. Step 1 - Supervisor**

Step 1 of the grievance process is the attempt by the grievant and the grievant's supervisor to resolve the matter. The supervisor's response will be documented and sent to the grievant within fifteen (15) calendar days.

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

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

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

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

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

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

**4. Step 4 – Formal Mediation**

If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step, within fifteen (15) calendar days of receipt of the Step 3 decision, they may file a request for formal mediation with the Federal Mediation & Conciliation Service (FMCS), with a copy to the DHRM LRU.

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

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.

**5. Step 5 - Arbitration**

If the grievance is not resolved at Step 3 or 4 and the grievant wishes to escalate the grievance to the next step, they may file a demand for arbitration with either the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS),

with a copy to the grievant's Department or Division and the DHRM LRU, within thirty (30) calendar days of the receipt of the Step 3 decision or the formal mediation session.

Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.

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

The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or FMCS Rules of Arbitration, unless otherwise agreed to in writing.

No later than fourteen (14) calendar days after the demand to arbitrate has been filed, the parties agree to make their respective requests for relevant documents and witnesses and to provide a response to the requests within thirty (30) calendar days from the date of receipt.

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.

## **D. Witnesses**

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.

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

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

The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties, subject to judicial review pursuant to NRS 38.247.

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

## **E. Attendance at Meetings**

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

An employee will be allowed reasonable time, as determined by the Department or Division, to travel to and from the meetings referenced above. Time spent traveling during the employee's non-work hours to attend meetings referenced above may, at the Department's or Division's discretion, be considered work time. An employee may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from a mediation session, an arbitration hearing, and/or Union/Management Communications Committee meetings.

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

## **F. Successor Clause**

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

## **G. Timelines**

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

## **H. Failure to Meet Timelines**

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

Failure by the Employer to comply with the timelines will entitle the Union to move the grievance



to the next step of the procedure.

Timelines may be extended by mutual agreement of the parties.

## **I. Grievance Files**

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

## **Article XIX Mediation**

The Employer and the Union agree that if either party believes they have grounds for claims that would ordinarily be submitted to the Governmental Employee Management Relations Board (EMRB) that arise out of collective bargaining, they shall seek formal mediation to resolve those alleged claim(s) prior to filing with the EMRB.

In the event formal mediation is unsuccessful in the resolution of any alleged claim(s), the parties may submit the claim(s) to the EMRB for adjudication.

## **Article XX Reduction in Force (Layoff)**

The Employer and the Union agree to follow the provisions set forth in NAC 284 regarding layoff and reemployment.

In the event of layoffs or a reduction in force, permanent employees will be laid off according to seniority within the classifications being reduced, starting with the least senior employee.

Employees shall be given the opportunity to transfer in lieu of layoff, to any positions within their current job classification, and more senior than the least senior employee, or to take a voluntary demotion to any vacant positions for which they are qualified within their Department or Division.

For purposes of this Article, seniority of permanent employees shall commence on the date of hire and include any break in service, as defined in NAC 284.598.

Employees who are temporary or probationary employees are not considered permanent employees and shall not have seniority for purposes of layoff and shall be laid off before any permanent employee.

## **Article XXI Separation from Service**

## **A. Resignation**

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

## **B. Disability Separation**

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

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

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

## **D. Disability Retirement**

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

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

# **Article XXII Seniority**

# **Article XXIII Union/Management Communication Committees**

## **A. 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. The Employer and the Union will work collaboratively to use these Committees in accordance with their purpose. The Employer and the Union recognize that local and statewide Departmental or Divisional Committees will help serve the employees within those Departments or Divisions.

A Union/Management Communication Committee shall meet at a mutually agreed upon time and place twice per year to discuss the administration of this Agreement, to discuss changes implemented, or potential changes contemplated by the Departments or Divisions that may affect the working conditions of employees represented by the Union, to disseminate general information of interest to the parties, and to give Union Representatives the opportunity to share their views and/or make suggestions on subjects of interest to Union members.

Union/Management Committees shall be made up of representatives of the Departments or Divisions, the DHRM LRU, and the Union.

The Employer and the Union will meet or confer by telephone to establish a mutually agreed upon schedule, time, and place for the Union/Management Committee meeting(s).

Examples of additional Committees that may be established are:

- General Union/Management Communications Committee
- Department-wide or Division-wide Union/Management Communications Committee
- Ad Hoc Union/Management Communications Committee

For Committees established in accordance with this Article, either party may raise an issue at a Union/Management Communications Committee meeting and may suggest steps to improve the effectiveness of the meetings. Issues raised and suggestions will be discussed and may be implemented upon mutual agreement of the parties. The DHRM LRU, Union Representatives, and/or the Union's Headquarters office will be available to provide assistance and coordination for these meetings.

Employee Committee members who participate in these meetings will request attendance at the meeting and have it approved in writing by their immediate supervisor ahead of the date and time of such meetings and will be provided with Union Business Leave to attend the meetings; however, any immediate Departmental or Divisional business must be attended to by the employee prior to their release to attend.

## **B. Scope of Authority for Committees**

All Committees established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties shall take minutes

during the meetings. Committees may make recommendations and the Employer may consider such recommendations.

Any resolutions of the parties at the meetings will be distributed to Union members and the Employer's Departments and Divisions, as appropriate.

## **Article XXIV Union Activities**

### **A. Employee Rights**

#### **1. Right to Union Membership**

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

#### **2. Right to Union Representation**

Employees have the right to Union representation on matters adversely affecting their conditions of employment pursuant to NRS 289.057, such as grievances, internal administrative investigations, and critical incidents. It is the employee's responsibility to arrange for Union representation during any meeting.

The right to Union representation will not apply, for example, to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork including Oral Warnings, Written Reprimands, performance evaluations, staff or work unit meetings, or other routine communications with an employee.

#### **3. Right to Non-Participation in the Union**

Employees have the right not to participate in Union activities or to be a member of the Union. Neither the Employer nor the Union may discriminate in any way against non-Union-member employees relative to their choice of non-participation or membership; however, if the employee is in a job classification covered under the exclusive representation of the Union, they will still be subject to the provisions of this Agreement as it applies to their job classification.

### **B. Union Rights**

The Employer and the Union agree to abide by NRS 289, known as the Peace Officer Bill of Rights, and any amendments thereto.

It is recognized that from time to time it will be necessary for Union activities to be carried on during the working hours of the Executive Board officer for the processing of written grievances and the representation of Union members. When the Union activities involving processing written grievances and representation of Union members occur

during a Union representative's regularly scheduled duty hours, the activities may be performed on duty, subject to approval by their immediate supervisor, and with use of their State vehicle, if so approved, which shall not be unreasonably denied. Union leave will not be unreasonably denied.

The Union shall be granted the ability to speak with and present Union materials to cadets during a mutually agreed upon time at the academy, if the academy is not multi-jurisdictional, for a one (1) hour period. If the academy is multi-jurisdictional, the Union shall be granted access to cadets at a mutually agreed upon time during the onboarding process for a one (1) hour period. Cadets are not required to attend any Union informational sessions.

As the exclusive representative of Unit G employees, the Union shall be the only representative (other than an attorney retained by the employee or a representative who is serving entirely independently of a rival organization who is a friend, relative, or coworker) permitted to represent any Unit G employee in matters such as grievances, internal administrative investigations, and critical incidents.

The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgments against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity in any of three situations:

The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person's detriment; or

The conduct of the person involved in the Union activity affirmatively caused the harm.

This indemnification does not exclude the State of Nevada's right to participate in its defense of a matter subject to this indemnification. The State will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. The Union shall not be liable to indemnify or hold harmless any attorneys' fees and costs for the State's chosen right to participate with legal counsel of its choice. Nothing in this section shall be construed to conflict with any provision of chapter 616C of NRS.

## **C. Union Representatives**

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

The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list unless the Union expressly classifies the employee as a Union Representative and provides notice to the Department or Division and the DHRM LRU in advance of a meeting, hearing, or interview. The Union is responsible to update any list of Union Representatives as soon as practicable.

Representation may be provided via virtual platforms.

Union Representatives must request and receive approval prior to being released for representational duties. Representational duties will be coded to Union Grievance Leave on the Union Representative's timecard.

## **D. Indemnification**

The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgments against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity, including disbursement of Union activities or communications in any of three situations:

The claim involved gross negligence or intentional conduct from the person involved in the Union activity.

The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person's detriment; or

The conduct of the person involved in the Union activity affirmatively caused the harm.

The Union shall not be held responsible for attorney fees and costs incurred by the State in defending a suit against the Employer. This clause is not intended to remove any statutory or other protections the Union or State may have against a party bringing a claim. Nothing in this section shall be construed to conflict with any provision of chapter 616C of NRS or other statutes or caselaw that provides protection for law enforcement.

## **E. Use of State Facilities & Equipment**

The Union may be permitted to use State facilities so long as the use does not interfere with State activities, for the purpose of Union representation only with pre-approval from the Department or Division. This includes, but is not limited to, Union use of State conference room(s) for the purpose of having Union meetings with pre-approval from the Department or Division, provided that the Department's or Division's business

necessity always takes priority in scheduling.

### **1. 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. This does not preclude the use of State-purchased supplies or equipment so long as the use is nominal and does not interfere with Employer's use or control of supplies and equipment.

### **2. Email, Fax Machines & Intranets**

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

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

- Result in little or no cost to the Employer. Be brief in duration and frequency.
- Not interfere with the performance of their official duties. Not distract from the conduct of State business.
- Not disrupt other State employees and will not obligate other employees to make apersonal use of State resources.

Not compromise the security or integrity of State information or software.  
Not include general communication and/or solicitation with employees.  
Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

### **3. Bulletin Boards**

The Employer will maintain bulletin board(s), or space on existing bulletin boards that are currently provided to the Union, for Union communication. In facilities where no bulletin board or space on existing bulletin boards has been provided, the Employer will supply the Union withan adequate bulletin board space in convenient places.

The Union may post in its discretion material that it deems helpful for Union

members. Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with state and federal ethics and non-discrimination laws, and clearly identified as Union literature. In facilities where bulletin board space is impractical, the Employer will make available a three-ring binder that is designated for Union materials.

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

## **F. Union Leave Time Away from Work for Union Activities**

Employees who are Union Representatives, Union Committee members, and Union Collective Bargaining Team members may be allowed to access Union Business Leave or LWOP to attend Union-sponsored meetings, training sessions, conferences, and conventions. Time away from work for these activities must be approved in advance and in writing by the Department or Division, or if applicable, the DHRM Administrator.

Requests for leave shall not be unreasonably denied.

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

Each July 1, the Union will be credited with an aggregate pool of one thousand eight hundred hours (1,800) for use by the Union during the fiscal year for Union Business Leave, Union Collective Bargaining Leave, and Union Grievance Leave. This pool of hours does not roll over from fiscal year to fiscal year. In the event the Union exhausts this aggregate pool of hours, they may request approval of an additional pool of hours in writing to the DHRM LRU, and such request will not be unreasonably denied.

### **1. Union Business Leave**

Union Business Leave is paid leave that may be used when a Union Representative is performing Union related duties that are not associated with Article \_\_, Grievance Procedure or the Collective Bargaining Process.

The Department or Division may grant the use of Union Business Leave to Union Representatives. Requests for Union Business Leave must be submitted using established procedures for requesting leave and as far in advance as possible to the Department or Division. Union Business Leave shall be considered for approval or denial within five (5) calendar days of the request. It is incumbent upon the employee requesting the leave to ensure their leave request has been received by their Department or Division for consideration.

In the event of an immediate representation request due to a critical incident, such as an officer involved shooting, the Union Representative must notify the



Department or Division and receive approval to respond. The request shall not be unreasonably denied.

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

## **2. Union Collective Bargaining Leave**

The State shall approve leave for the purpose of negotiating a Collective Bargaining Agreement.

The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fourteen (14) days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.

Union Collective Bargaining Team members are responsible for obtaining approval from their Department or Division to use and to code their time appropriately when using Union Collective Bargaining Leave.

No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

The Union is responsible for paying any travel or per diem expenses of Union Collective Bargaining Team members. Union Collective Bargaining Team members may not use State vehicles to travel to and from a bargaining session, unless expressly authorized in writing to do so by their Department or Division.

## **3. Union Grievance Leave**

Union Grievance Leave is paid leave that may be used when a Union Representative is performing Union-related duties associated with Article \_ , Grievance Procedure.

The Department or Division will grant the use of Union Grievance Leave to Union Representatives, subject to operational needs. Requests for Union Grievance Leave must be submitted using the established process to request leave and as far in advance as possible to the Department or Division. Union Grievance Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request. It is incumbent on the employee requesting Union Grievance Leave to ensure their request has been received by their Department or Division for consideration.

Union Representatives are responsible for obtaining approval from their Departments or Divisions to use and to code their time appropriately when using Union Grievance Leave.

## **G. Confidentiality During Negotiations**

Bargaining sessions will be closed to the press and the public.

No proposals will be placed on the parties' websites or distributed to individuals not on the formal negotiations' teams.

The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place as long as that communication in no way undermines the negotiation process or divulges confidential information relative to the negotiation sessions.

The parties shall not maneuver around the formal negotiations' teams to gain any advantage in the negotiations process.

There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

## **Article XXV Political Activity**

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, any monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department or Division and who is a subordinate of the solicitor while on duty or acting in an official capacity.

Engage in political activity during working hours to improve chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay. This prohibition on political activity does not prohibit speech or activities otherwise authorized under the First Amendment and applicable federal law.

The parties agree that voluntary payroll deductions for Union political action committee (PAC) contributions are permitted.

The Federal Hatch Act prohibits certain types of political activity on the part of State employees whose principal employment is in a federally funded program.

## **Article XXVI Strikes & Lockouts**

Neither the Union nor any employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, or on any other intentional interruption of operations of the State due to a labor dispute. The Union will use its best efforts to

induce all employees covered by this Agreement to comply with this pledge.

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

## **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. Employee health or safety; or,
- e. 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 XXVII Entire Agreement**

This document constitutes the entire Agreement and any past practice or past agreement between the parties prior to July 1, 2021 - whether oral or written - is null and void, unless specifically preserved in this Agreement.

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

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

## **Article XXVIII 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, a substitute for the unlawful or invalid Article, Section, Subsection, or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

## **Article XXIX Non-Appropriation**

The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations.

Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.

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 XXX Distribution of Agreement**

The Employer will post this Agreement 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.

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 XXXI Body Cameras**

Body cameras and any footage will be administered in accordance with applicable State law and Department or Division policies and procedures

## **Article XXXII Line of Duty Death**

In recognition of the services Category I Peace Officers provide, in the event that a Category I Peace Officer is killed in the line of duty, the State agrees to reimburse the employee's estate for costs up to a maximum of twenty thousand dollars (\$20,000) for memorial services, funeral services, and interment related expenses.

The employee's estate will also receive payment for all accrued Annual Leave, Compensatory Time, and accrued Sick Leave pursuant to NRS 284.

## **Article XXXIII Term of Agreement**

All provisions of this Agreement will become effective July 1, 2021, and will remain in full force and effect through June 30, 2023; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until a new agreement is reached. Any provisions agreed upon as retroactive in effect in this Agreement will only apply to employees employed in full-time, full pay status at the time the Agreement is approved by the Board of Examiners and/or the Nevada State Legislature.

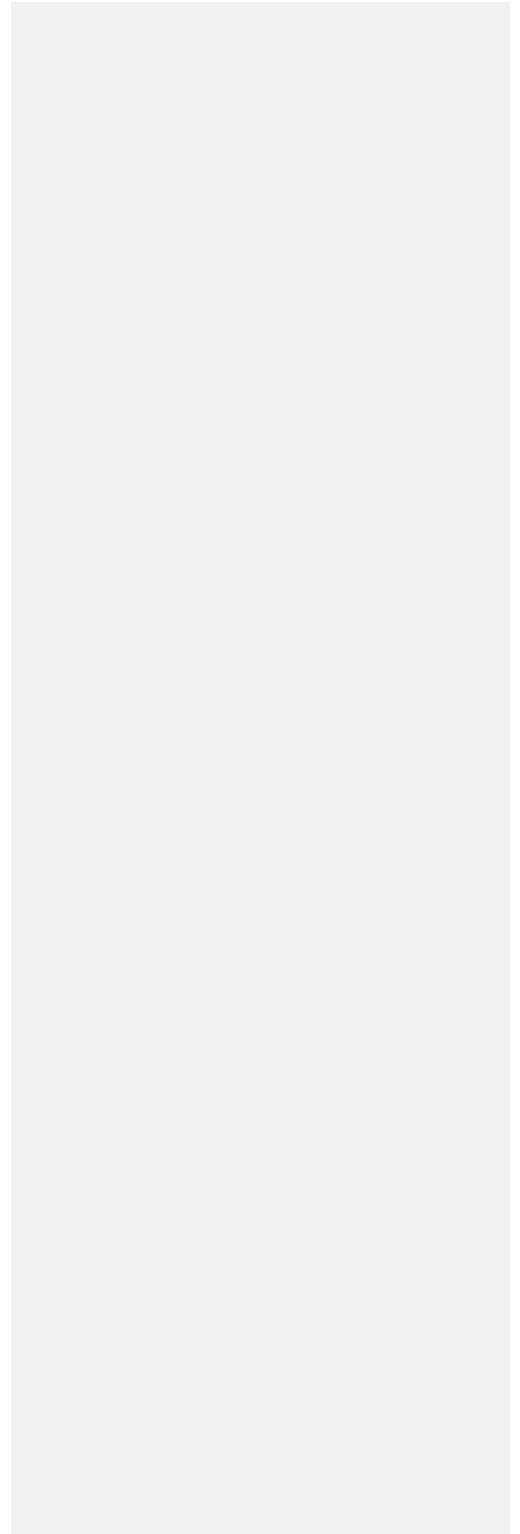
Executed this \_\_\_\_ day of \_\_\_\_, 2021.

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Matthew Kaplan, President  
Nevada Police Union

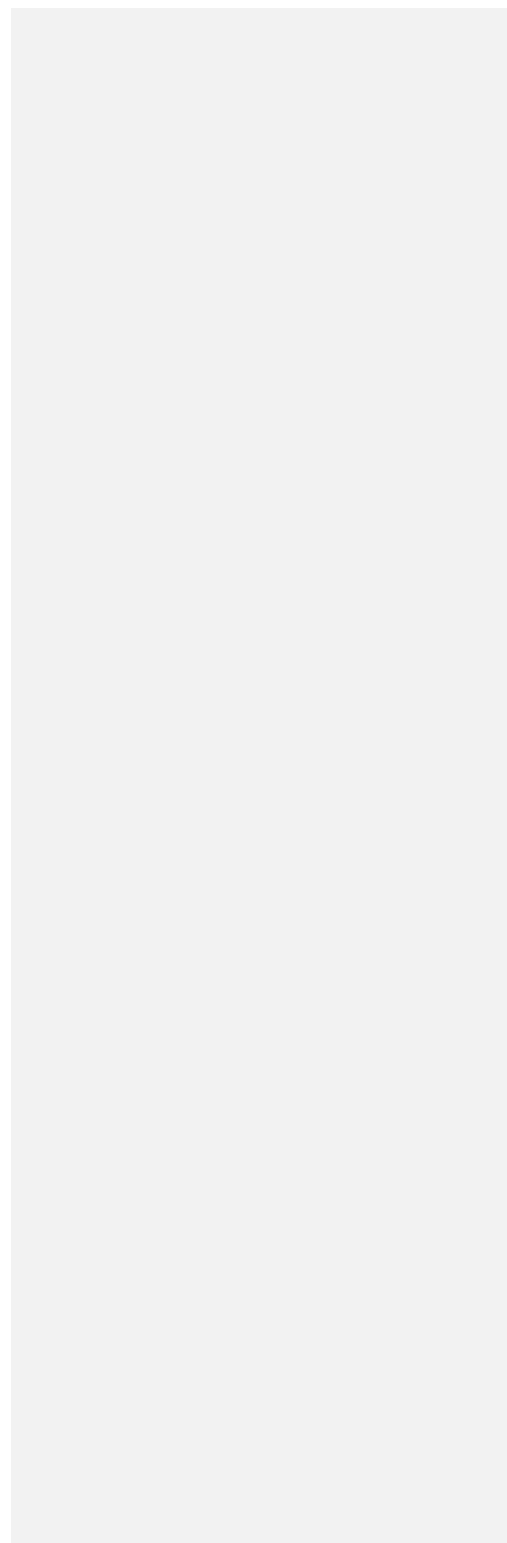
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Frank Richardson  
State of Nevada



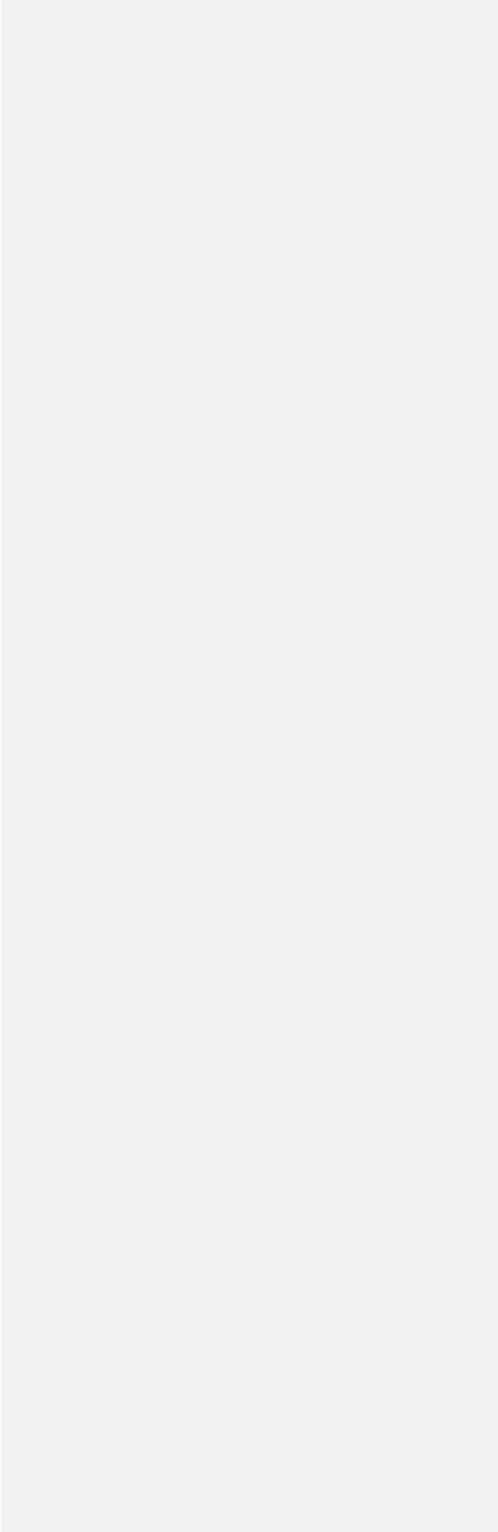
## **Article XXXIV Appendices**

**Article XXXV Appendix A**





**Article XXXVI Appendix B**



## **Article XXXVII Appendix C**

**Article XXXVIII Appendix D**

