



**State of Nevada**

**&**

**Nevada State Law Enforcement  
Officers' Association (NSLEOA) /  
Nevada Association of Public Safety  
Officers (NAPSO), CWA Local 9110**

**Collective Bargaining Agreement**

**July 1, 2021 – June 30, 2023**

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# Preamble

This Collective Bargaining Agreement (CBA), referred to as the “Agreement” or the “CBA,” is entered into by the State of Nevada, herein referred to as the “Employer,” and the Nevada State Law Enforcement Officers’ Association (NSLEOA), herein referred to as the “Union.” This Agreement covers employees in Bargaining Unit H which is comprised of Category II peace officers.

Together, the Union and the State acknowledge that as a public agency the State is accountable to the citizens of the State of Nevada. Further, we acknowledge that each employee of the State is responsible for quality service to the citizens of the state of Nevada. By entering into this Agreement, the Employer and the Union agree to promote and assure sound and mutually beneficial working relationships between the parties; provide an orderly and peaceful means of resolving any misunderstanding or differences relating to the provisions of this Agreement which may arise; to set forth the basic Agreement between the parties for the contract years specified; provide a Union/Management meeting system to resolve problems between negotiation periods; provide a system to identify and eliminate inefficiencies in the work place; and support innovative approaches to improving effectiveness of employees and the services they render to the citizens of the state of Nevada. The Employer and the Union will strive together to assist the Departments and Division in meeting their accountability to the citizens of the state of Nevada by working with Integrity, Courage, Accountability, Respect for People, and Excellence. The Preamble is not subject to grievance under [Article XX, Grievance Procedure](#).

## Article I Union Recognition

This Agreement covers permanent employees in the job classifications in Unit H – Category II Peace Officers as described in [Appendix A](#) titled, “Job Classifications Eligible for Membership in the Nevada State Law Enforcement Officers’ Association (NSLEOA).”

This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer.

Any proposed changes to the job classifications in Appendix A by the Employer will be noticed to the Union not less than thirty (30) calendar days of the change effective date. Temporary employees, part-time employees, and volunteers are prohibited from being members of the bargaining unit.

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# Article II Unlawful Discrimination

## A. HARASSMENT & DISCRIMINATION

Discrimination, harassment, bullying, and similar behavior in the workplace will not be tolerated. If an employee believes they have been subject to these behaviors, the employee is encouraged to report this behavior to their supervisor and/or to the Departmental or Divisional Human Resources Office. The employee may also file a grievance under [Article XX, Grievance Procedure](#).

Employees who believe they have been subjected to, or witnessed any form of harassment, discrimination, bullying, or similar behavior in the workplace may file a complaint in accordance with this Article. Any other person, including employees, bystanders, or Union Representatives who observe or become aware of such conduct may also file a complaint in accordance with this Article.

The Employer will investigate any complaint and/or grievance and take appropriate action, as necessary. If a complaint was filed, the employee will be noticed at the conclusion.

The Employer and the Union will jointly make available training on this Article in electronic or in-person format. The training will be provided during work time to all employees.

## B. SEX- OR GENDER-BASED HARASSMENT & DISCRIMINATION

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

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

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

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

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

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

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

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

### **C. EMPLOYEE RESPONSIBILITIES**

All new employees will complete sex- or gender-based harassment prevention training within 30 (thirty) calendar days of their appointment. Thereafter, employees are required to complete sex- or gender-based harassment prevention training once every two (2) years.

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

Employees are responsible for ensuring they do not engage in sex- or gender-based harassment or discrimination against any other employee, client, applicant for employment, or other individual(s) with whom they have contact within the performance of their duties. Illegal behavior that is sex- or gender-based harassment includes:

Making submission to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of a person’s employment; or,

Making submission to or the rejection of such conduct described above by a person a basis of employment decisions affecting that or any other person; or,

Engaging in unwelcome harassing verbal or physical behavior that occurs because of the sex or gender expression of any individual(s) and has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating or offensive work environment where:

Harassing behavior is of a sexual nature; or,

Harassing behavior is not sexual in nature, but is related to the sex or gender of the alleged victim or others; or,

Harassing behavior is sex- or gender-neutral in content but occurs because of an individual's sex or gender; or,

Any combination of the types of behaviors described above.

Employees are responsible for cooperating in the investigation of any complaint of alleged sex- or gender-based harassment or discrimination. Employees are additionally responsible for cooperating with the efforts of their Departments or Divisions to prevent and eliminate sex- or gender-based harassment and discrimination and for maintaining a working environment free from such unlawful conduct. Pursuant to [NAC 284.650](#), failure to participate in any investigation of alleged discrimination, including without limitation, an investigation concerning sex- or gender-based harassment is cause for disciplinary action.

A Department or Division may impose harsh disciplinary sanctions on persons who commit sex- or gender-based harassment, even on first-time offenders; however, sanctions shall be proportionate to the violation.

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

## **D. COMPLAINT PROCESS**

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

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

If the employee or bystander decides to follow through on a formal complaint after talking to their supervisor or next level of authority in their Department or Division, the supervisor or next level authority shall ensure that the employee or bystander completes a complaint form, and the supervisor or next level authority shall send the complaint to the DHRM's Sexual Harassment & Discrimination Investigation Unit (SHDIU).

If the employee or bystander elects not to report the complaint as described above, they may report incidents of sex- or gender-based harassment or discrimination as follows: to the coordinator within their Department designated to receive such complaints, e.g. the person identified on the "Discrimination Has No Place in the Workplace" flyer posted in the Department, the Equal Employment Opportunity (EEO) Officer, or the Departmental Human Resources Office; or, by completing and filing a [Sexual Harassment or Discrimination](#)

[Complaint Form using the Department’s employee information and timekeeping system](#); or, by calling the DHRM’s Harassment/Discrimination Hotline at (800) 767-7381.

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

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

The alleged harasser is a public officer as defined in [NRS 281.005](#).

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

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

## **Article III Definitions & Resources**

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

“ADAAA” is the Americans with Disabilities Act, Amendments Act. [www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008](http://www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008)

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

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

“Break in service” means any separation from State service, except for those separations listed in [NAC 284.598](#).

“Category I peace officer” means a peace officer who has unrestricted duties and who is not otherwise listed as a category II or category III peace officer ([NRS 289.460](#)).

“Category II peace officer” means: 1) the bailiffs of the district courts, justice courts, and municipal courts whose duties require them to carry weapons and make arrests; 2) constables and their deputies; 3) inspectors employed by the Nevada Transportation Authority who exercise those powers of enforcement conferred by NRS; 4) special investigators who are employed full-time by the office of any district attorney or the Attorney General; 5) investigators of arson for fire departments who are specially designated by the Appointing Authority; 6) brand inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by

NRS; 7) field agents and inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by NRS; 8) investigators for the State Forester Fire warden who are specially designated by the State Forester Fire warden and whose primary duties are related to the investigation of arson; 9) agents of the Nevada Gaming Control Board who exercise the powers of enforcement specified in NRS, except those agents whose duties relate primarily to auditing, accounting, the collection of taxes or license fees, or the investigation of applicants for licenses; 10) investigators and administrators of the Division of Compliance Enforcement of the Department of Motor Vehicles who perform the duties specified in NRS; 11) officers and investigators of the Section for the Control of Emissions From Vehicles and the Enforcement of Matters Related to the Use of Special Fuel of the Department of Motor Vehicles who perform the duties specified in NRS; 12) Legislative police officers of the State of Nevada; 13) parole counselors of the Division of Child and Family Services of the Department of Health and Human Services; 14) juvenile probation officers and deputy juvenile probation officers employed by the various judicial districts in the State of Nevada or by a department of juvenile justice services established by ordinance pursuant to NRS whose official duties require them to enforce court orders on juvenile offenders and make arrests; 15) field investigators for the Taxicab Authority; 16) security officers employed full-time by a city or county whose official duties require them to carry weapons and make arrests; 17) the chief of a department of alternative sentencing created pursuant to NRS and the assistant alternative sentencing officers employed by that department; 18) agents of the Cannabis Compliance Board who exercise the powers of enforcement specified in NRS; 19) criminal investigators who are employed by the Secretary of State; and, 20) the Inspector General of the Department of Corrections and any person employed by the Department as a criminal investigator ([NRS 289.470](#)).

“Category III peace officer” means a peace officer whose authority is limited to correctional services, including the superintendents and correctional officers of the Department of Corrections ([NRS 289.480](#)).

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

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

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

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

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

“Collective Bargaining Agreement (CBA)” This document is known as the Collective Bargaining Agreement for the State of Nevada and the Nevada State Law Enforcement Officers’ Association (NSLEOA).

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

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

“Continuous service” means State service, which is not broken by a separation, except for those separations listed in [NAC 284.598](#).

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

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

“Discrimination” means the act of distinguishing, singling out, or making a distinction in the unfair or unequal treatment of an individual or group based on certain characteristics, including, but not limited to, age, disability, ethnicity, gender, marital status, national origin, race, religion, and sexual orientation.

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

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

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

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

“EAP” is the Employee Assistance Program.

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

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



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

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

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

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

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

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

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

“Family member” is defined to include: Child, including biological, adoptive, or foster child, stepchild, or for whom the employee stands *in loco parentis*, is a legal guardian or is a de facto parent, regardless of age or dependency status. Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s spouse or registered domestic partner, or a person who stood *in loco parentis* when the employee was a minor child. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

“FTO” is a Field Training Officer.

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

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

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

“Furlough Leave” is a temporary unpaid leave of employees due to a special need of the Employer.

[Garrity v. New Jersey \(1967\)](#)

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

“Governor’s Finance Office (GFO)” [www.budget.nv.gov](http://www.budget.nv.gov)

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

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

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

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

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

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

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

“Just cause” means a legally sufficient reason, one that is not arbitrary, capricious, or illegal, and is based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Nevada Taxicab Authority” is a Division of the Nevada Department of Business & Industry. [www.taxi.nv.gov](http://www.taxi.nv.gov)

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

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

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

“Office of Employee Development (OED)” – The Division of Human Resource Management OED provides Statewide training, professional development, and consultation services to employees and State Departments and Divisions. [https://hr.nv.gov/Sections/Office\\_of\\_Employee\\_Development/](https://hr.nv.gov/Sections/Office_of_Employee_Development/)

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

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

“Overtime-eligible position” means a position that is assigned duties and responsibilities that meet the criteria for Overtime coverage under the FLSA and State law. Job classifications covered under this Agreement are designated as Overtime-eligible.

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

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

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

“Pay progression date” means the date on which an employee completes one (1) year of continuous employment equivalent to full-time service following the appointment to their current salary grade.

“Peace Officer Standards & Training (POST)” is the regulatory agency that establishes the minimum qualifications, training, and standards for Nevada’s peace officers. POST is the governing authority for the behavior, basic and professional certification, course certification, and training requirements for all peace officers in Nevada. <http://post.nv.gov/>

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

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

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

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

[http://hr.nv.gov/Boards/PersonnelCommission/Personnel\\_Commission/](http://hr.nv.gov/Boards/PersonnelCommission/Personnel_Commission/)

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

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

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

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

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

[www.nvpers.org](http://www.nvpers.org)

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

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

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

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

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

“Relative” is defined to include grandparents, great-grandparents, uncles, aunts, nephews, grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-

law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law, and great-granddaughter-in-law.

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

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

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

[Rules for State Personnel Administration](#), republished August 2020.

Secretary of State (SOS) [www.nvsos.gov](http://www.nvsos.gov)

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

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

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

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

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

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

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

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

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

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

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

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

excuse, such as illness, which is not founded in fact; or, interruption of the operations of the State of Nevada or any local government employer by any employee organization or labor organization ([NRS 288.074](#)). Strikes are illegal in the state of Nevada.

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

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

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

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

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

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

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

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

“Union” is a representative organization or association formed by employees with common interests or purposes. The Union for this Agreement is the Nevada State Law Enforcement Officers Association (NSLEOA), [www.nsleoa.org](http://www.nsleoa.org)

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

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

“United States Department of Homeland Security (US DHS)” [www.dhs.gov](http://www.dhs.gov)

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

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

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

[\*Weingarten, Inc. v. National Labor Relations Board \(NLRB\) \(1975\)\*](#)

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

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

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

“Workweek” is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 0001 hours on Monday and end at 2359 hours the following Sunday, or as otherwise designated by the Department or Division head, or designee.

## **Article IV Management Rights**

This Article generally describes management rights and shall not be construed as either expanding or limiting the rights of management or employees pursuant to applicable State law.

Except as modified by this Agreement, the Employer retains all right of management which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but are not limited to:

The right to determine the Employer’s functions, programs, organizational structure, and use of technology.



The right to determine the Employer's budget and size of each Department's or Division's workforce and the financial basis for layoffs.

The right to direct and supervise employees.

The right to take all necessary actions to carry out the mission of the State of Nevada and its Departments or Divisions during emergencies.

The right to determine the Employer's mission and strategic plans.

The right to develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the Employer.

The right to determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or in part to other locations.

The right to establish or modify the workweek, daily work shift, hours of work, and days off.

The right to establish work performance standards, which include but are not limited to the priority, quality, and quantity of work to be offered to the public to ensure appropriate services and the safety of the public, as well as the means and methods of offering those services.

The right to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.

The right to select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees.

The right to determine, prioritize, and assign work to be performed, including workload factors.

The right to determine the need for and the method of scheduling, assigning, authorizing, and approving Overtime.

The right to determine training needs, methods of training, and employees to be trained.

The right to determine the reasons for and the methods by which employees will be laid off.

The right to suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.

Nothing contained within this Agreement shall modify the above identified management rights.

# **Article V 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. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

## **B. UNION DUES DEDUCTION**

Deduction of Union Dues is strictly a voluntary deduction.

The Union will provide the Employer with a copy of the employee's signed membership document.

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

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

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:

Employee name.

Mailing address.

Employee job title.

Department and Division.

Official duty station or work site.

Work phone number.

Work email address.

Date of hire.

Pay grade.

Pay step.

Seniority date.

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

#### **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 or on account of compliance with this Article and any and all issues related to the deduction of Union dues or fees.

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

## **Article VI Hiring & Appointments**

The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statutes that govern the unclassified service. Candidates for positions in the classified service will be evaluated on the basis of experience, character, education, and any other factors relating to their ability to perform the duties of the position. For detailed information on the Employer's recruitment and selection practices, policies, and procedures visit the [DHRM Classification, Compensation, & Recruitment Unit's website](#).

As employees of the State of Nevada, [NAC 289.110](#) and [NAC 289.205](#) require certain pre-employment steps.

The Employer recognizes that all current employees have successfully completed a thorough background investigation in which the provisions of [NAC 289.110](#) have been satisfied, as well as a physical fitness examination in which the provisions of [NAC 289.205](#) have been satisfied.

A permanent employee who is selected to transfer to a position in the same class and option within the same Department or Division will not be subject to a background check.

The Employer and the Union recognized that job classifications recognized as Category II Peace Officers have different job elements for specific assignments to Departments or Division. Consideration of current employees for the purposes of transfer from one position to another in different Departments or Divisions may require a modified background check that will exclude a pre-law enforcement personal history questionnaire, a polygraph examination, and a psychological examination, unless good cause is shown which would require such examination.

## **Article VII Employee Records Management**

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

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

The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s).

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 more 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.

## **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 Payroll Unit.

## **3. Personnel File**

One (1) official Personnel File may be maintained by the Employer for each employee. One (1) official Personnel File will also be maintained by the employees Departmental or Divisional Human Resources Office.

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

## **4. Supervisor File**

Each first line supervisor will keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).

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

## **5. Training Files**

The Employer may maintain a record of all training the employee has taken while in active service. Employees are responsible for maintaining copies of all training documentation.

## **B. CONFIDENTIALITY**

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

## **C. PUBLIC RECORDS**

The DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and

may be open to inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental or Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster shall exclude information deemed sensitive related to all employees in law enforcement job classifications, including but not limited to, such information deemed confidential under [NRS 289](#) and any other Federal or State law provisions.

#### **D. RECORDKEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION, PERFORMANCE EVALUATION, PROMOTION, OR TRANSFER**

Letters of Instruction may be retained within the employee's Supervisor File until the completion of the employee's next annual performance evaluation or for a total of twelve (12) months, whichever is greater.

An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than thirty-six (36) months from the date of issuance, so long as the events giving rise to the Oral Warning did not result in any further discipline.

An Oral Warning may be considered for the purposes of evaluating promotions or transfers no later than thirty-six (36) months from the date of issuance, so long as: 1) the Oral Warning is the only incident in the Supervisor File on that employee; and, 2) the events giving rise to the Oral Warning did not result in any additional or progressive discipline.

A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than sixty (60) months from the date of issuance, so long as the events giving rise to the Written Reprimand did not result in any further discipline.

A Written Reprimand will be considered for the purposes of evaluating promotions or transfers no later than sixty (60) months from the date of issuance, so long as: 1) the Written Reprimand is the only incident in the Personnel File on that employee; and, 2) the events giving rise to the Written Reprimand did not result in any additional or progressive discipline.

Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.

In the event an employee is not chosen to transfer to another Employer Department or Division due to a matter arising from their Personnel File or background investigation related to provisions of [NAC 289.110](#), the employee will be given the opportunity to examine their file and submit a written response to documentation in their file for future consideration. The Appointing Authority may, but is not required to, change their hiring decision.

# **Article VIII 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. In addition, this Article shall not be construed to affect any collective bargaining rights afforded to the employees pursuant to State law, including but not limited to total work hours required in a workday or workweek, number of days worked in a work week, or any salary or wage rates or other forms of direct monetary compensation. In such instances, all such provisions shall be subject to mandatory negotiations between the Employer and the Union.

## **A. WORK SCHEDULES**

Pursuant to the Fair Labor Standards Act (FLSA), an assigned regular work schedule for employees covered under this Agreement will not be more than forty (40) hours in a workweek, with starting and ending times as determined by the requirements of the position and the Department or Division.

A regular work schedule will normally include two (2) consecutive scheduled regular days off (RDO's); however, the Department or Division may adjust the regular work schedule with prior notice to the employee.

The official workweek for the purposes of payroll begins on each Monday at 0001 hours and ends at 2259 hours on the following Sunday.

Regular work schedules for employees covered under this Agreement will be assigned according to Departmental or Divisional policy and such assignments may be comprised of:

Five (5) eight (8) hour shifts per workweek; or,

Four (4) ten (10) hour shifts per workweek; or,

A variable or innovative work schedule as agreed upon by the Department or Division and the employee.

The Department or Division may reassign employees for operational necessity.

This Article shall not be construed to guarantee any number of hours of work either per shift or per week.

## **B. MEAL BREAKS**

The Employer and the Union agree to paid 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 and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than their regularly scheduled workday will be allowed an additional thirty (30) minute Meal Break.

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

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**

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.

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. 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.

### **E. 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' written notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the 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 Department or Division requires, after working the extra hour.

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

## **F. 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 fourteen (14) calendar days' notice via memorandum, email, or telephone call, of a permanent schedule change. This notice will include the reason for the schedule change. The day notice is given is not considered part of the notice period. During that notice period, the employee may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.

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

## **G. EMERGENCY SCHEDULE CHANGES**

The Department or Division may adjust an employee's workweek and work schedule without prior notice in emergencies.

## **H. 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.

## **I. TIME REPORTING**

Employees covered under this Agreement will accurately record time worked in accordance with the established process as determined by their Department or Division.

## **J. SHIFT ASSIGNMENT PROCESS**

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

## **K. SHIFT BID PROCESS**

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

## **L. SHIFT TRADES**

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

# **Article IX Safety & Health**

## **A. GENERAL PROVISIONS**

The Employer, employee, and the Union 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 XI, Leave](#), Part I Paid 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 XI, Leave](#), Part I Paid 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.

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

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

The Employer and 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 Employer and Department or Division will provide that amount of such equipment and apparel including replacements, as is necessary.

PPE may include but not be limited to those items appropriate for the employee to effectuate their duties in a safe manner.

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

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

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 the employee's workstation is completed. Solutions to identified issues/concerns will be implemented within available resources.

### **E. PHYSICAL STANDARDS – CATEGORY II 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 and procedures.

Category II Peace Officers who are currently required to attend an annual physical appointment under [NRS 617](#) shall continue to do so. Annual physicals will be scheduled during working

hours and the Employer will be responsible for all wages and other compensation during their attendance at such examinations. Employees are responsible for compliance with any orders given to them by the certified occupational health physician conducting the annual physical.

## **F. AIR QUALITY ASSESSMENTS**

Air quality concerns regarding specific work locations brought to the Safety Committee will be evaluated and processed in accordance with this Article.

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

Any report of a direct or indirect threat and/or actual workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken.

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

# **Article X Compensation**

## **A. SALARY PAYMENT**

The compensation schedule for employees in the State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. An employee's pay rate is set within a salary grade at a specific step.

[Appendix E](#), "Salary Schedules for Job Classifications Eligible for Membership in the Nevada State Law Enforcement Officers' Association (NSLEOA)" will reflect the salary schedules for employees covered under this Agreement.

Effective the first full pay period in July 2022, the salary schedules for Bargaining Unit H will reflect a two percent (2%) increase. If a State-wide increase is granted to all employees of the State, employees covered under this Agreement will also receive that additional increase.

In the first full pay period of July 2022, employees covered under this Agreement who have continuous State service of more than five (5) but less than fifteen (15) years on July 1, 2022 will receive a one-time bonus payment of five hundred dollars (\$500).

In the first full pay period of July 2022, employees covered under this Agreement who have continuous State service of fifteen (15) years or more on July 1, 2022 will receive a one-time bonus payment of one thousand dollars (\$1,000).

## **B. SALARY ADMINISTRATION**

The appropriate Central Pay Center is responsible for the administration of salaries for all Departments or Divisions. This Article is intended to provide general information regarding compensation. As such, the information herein shall not be construed as an exhaustive representation of the Employer's compensation plan.

## **C. SALARY RATE UPON INITIAL APPOINTMENT**

Upon initial appointment, an employee will be placed at 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 on 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.

## **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 of one (1) step 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 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 Representative be present at the review meeting. The determination of the Department or Division head, or designee, is final. Denial of a merit pay increase is not subject to grievance under [Article XX, 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](#).

Compensatory Time may be accrued up to a maximum of two hundred forty (240) hours.

## **I. DANGEROUS DUTY PAY**

Dangerous Duty Pay will be administered in accordance with [NAC 284.208](#).

## **J. OVERTIME**

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

## **K. SPECIAL ADJUSTMENTS TO PAY**

Employees may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments to Pay or Special Assignments; however, the maximum Special Adjustment to Pay and/or Special Assignment Pay is ten percent (10%) of their regular hourly rate of pay.

Special Assignments are designations outside normal operational functions that save the Employer time and money by having an employee on-site perform the task instead of outsourcing. These tasks require the employee to be removed from their normal duties in order to perform the tasks and may require specialized training. The specialized training will typically require an employee to attend training classes or be certified to perform the duties of that designation. The designation may also require the employee to be re-certified after a specified timeframe to maintain that specialized assignment designation. Any expenses incurred related to this training or certification will be paid by the Employer.

### **1. Bilingual Pay**

An employee who is required by the Employer to use bilingual skills or sign language for persons who are deaf at least ten percent (10%) of their work time may be eligible for additional compensation equivalent to three percent (3%) of their regular hourly rate of pay. Employees must provide certification of proficiency in a language other than English in the areas of conversation, reading, and writing.

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

### **2. Field Training Officer (FTO)**

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

### **3. Instructor Pay**

An employee assigned to be an Instructor is responsible for teaching various law enforcement-related training classes as directed by the Employer through its Department or Division heads, including but not limited to Defensive Tactics (DTs) Instructors and Firearms Instructors/Range Masters/Range Officers. Employees assigned as Instructors will be paid an additional five percent (5%) of their regular hourly rate of pay for the hours spent in Instructor status.

### **4. Special Assignments**

An employee that is given a Special Assignment by the Department or Division not specifically detailed in this Article may be entitled to additional pay equivalent to five

percent (5%) of their regular hourly rate of pay for a Special Adjustment to Pay (Special Assignment) for the hours working in that Special Assignment.

Specials Assignments may include but are not limited to Armorer and CVSA/Polygraph Examiner.

## **L. OUT OF CLASS PAY**

The parties recognize the Employer's right to assign and direct its employees. However, the Employer will endeavor to keep employees working within their respective classifications.

In the event there is a permanent assignment of duties which the employee believes alters the classification of their position, the employee or the Union may request to have the position studied by DHRM.

If the employee or the Union disagrees with the results of the study, the matter may be appealed through an appeal to the [Personnel Commission](#), in accordance with the process detailed in [Article XX, Grievance Procedure](#). An appeal shall be the exclusive remedy for these matters.

Pursuant to [NAC 284.206](#), an employee may receive additional compensation equivalent to five percent (5%) of their regular hourly rate of pay if they are assigned duties and responsibilities which are clearly demonstrated in the class specification and they carry out those assigned duties and responsibilities for at least sixteen (16) consecutive working days.

Out of Class Pay will become effective on the seventeenth (17th) consecutive working day the employee is working in the assigned duties and responsibilities of a higher job classification retroactive to the first date of the assignment.

Out of Class Pay will not continue for longer than six (6) months in any twelve (12) month period unless the employee is underfilling a position; or, the duties and responsibilities that the employee has been carrying out have been assumed from one or more positions that have not been authorized to be filled because of an officially declared freeze or fiscal emergency; or, the employee's manager or supervisor submits a written request to the Appointing Authority, or designee, accompanied by documentation justifying an extension of the six (6) month period and certifies that funding is available to pay for the continuation of Out of Class Pay.

## **M. SHIFT DIFFERENTIAL**

As used in this Article "differential rate of pay" means an adjustment in pay equivalent to an additional five percent (5%) of an employee's regular hourly rate of pay.

"Qualifying shift" means a period of work of eight (8) hours or more, of which four (4) hours must fall between the hours of 6:00 p.m. and 7:00 a.m. The term includes, without limitation, a period of work of eight (8) hours that is reduced to seven (7) hours because of a change of time to daylight saving time.



An employee is eligible for the differential rate of pay if they work in a unit which provides services requiring multiple shifts within a 24-hour period and is: 1) a nonexempt employee in the classified service who works: a) a qualifying shift; or, b) any shift of at least eight (8) hours that is other than a qualifying shift plus four (4) or more hours between 6:00 p.m. and 7:00 a.m. In such cases, an employee must receive the differential rate of pay for only the hours worked between 6:00 p.m. and 7:00 a.m. 2) An exempt classified employee assigned to a qualifying shift. In such cases, an employee must receive the differential rate of pay for all of their regularly scheduled hours of employment on that workday.

If an employee is assigned to a qualifying shift when they are on paid leave or a holiday occurs, they must receive the differential rate of pay for that shift.

Except as otherwise provided above, if a nonexempt employee in the classified service is assigned to a qualifying shift and they are not in paid status for the entire period of that shift, they must receive the differential rate of pay for the portion of the shift in which they are in paid status.

A nonexempt employee in the classified service who works Overtime in conjunction with a qualifying shift must be paid Overtime at the differential rate of pay.

## **N. UNIFORMS & EQUIPMENT**

The Employer shall issue a duty firearm to an employee. The Employer will supply a list of approved types of firearms an employee can carry while on duty. An employee may choose to carry any firearm from this list while on duty so long as they maintain the appropriate training, certifications, and qualifications for that firearm.

Employees who choose to use a personal firearm will be responsible to maintain and service that firearm at their own cost. Employees who choose to use their personal firearm must maintain the appropriate training, certifications, and qualifications for that firearm.

The Employer will provide duty ammunition and any training ammunition for any Department or Division required and POST required training in accordance with the Department's or Division's policy for an employee's authorized duty firearm and one (1) secondary/off-duty firearm.

State-issued equipment that becomes unserviceable shall be replaced as soon as possible by the Employer upon notification by the employee, without cost to the employee. If the incident giving rise to the need for replacement is due to a violation of policy or as a result of negligence, the employee may be subject to disciplinary action.

### **1. Uniforms**

The Employer will determine and provide uniform items consistent with Department or Division policy.

## **2. Equipment**

The Employer will determine and provide equipment consistent with Department or Division policy. Employees who choose to purchase equipment items outside of those items provided by the Employer may request pre-approval for reimbursement. The Employer reserves the right to approve or disapprove requests for reimbursement.

If approved, reimbursement requests must be supported by purchase receipts for actual expenses.

## **3. Replacement of Uniforms & Equipment**

The Employer will replace State-issued uniform or equipment items pursuant to the Department or Division policy.

If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties and which is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee.

## **4. Personal Equipment**

Personal equipment that an employee chooses to use to supplement their Employer-provided equipment that is damaged in the course and scope of duty rather than through negligence may be reimbursable. The employee may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident.

Employees may request reimbursement for damaged personal equipment to their Department or Division by submitting a report detailing the incident in which the equipment was damaged by the end of the shift in which the damage occurred,

## **5. Retirement Badges**

As established by the [HR 218 - Law Enforcement Officer Safety Act \(LEOSA\)](#), upon separation or retirement from the Employer, an employee in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service (State of Nevada or otherwise), will be entitled to receive a wallet retirement badge and a retirement identification card at no cost to the employee. Such retirement credentials will comply with the requirements of HR 218 to receive a concealed carry permit.

# **Article XI Leave**

## **PART I – PAID LEAVE**

### **A. ADMINISTRATIVE LEAVE**

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

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

## **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 Annual Leave is subject to the maximum as stated in NRS.

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

### **1. Accrual**

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

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

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

Employee with fifteen (15) or more years of continuous service will accrue fourteen (14) hours of Annual Leave 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 if business, operational, or customer service needs dictate such action.

### **3. Annual Leave Cash Out**

Upon separation from State service, excluding termination for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the employee has (6) months of continuous full-time service.

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 (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 the employee 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, the employee 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, the employee will have their tour of duty 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) hours or more on the day of the employee's appearance for jury duty, including the employee's time going to and returning from the place where the court was held, the employee shall be relieved of duty for the entire shift.

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

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

## **E. COMPENSATORY TIME**

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

## **F. HOLIDAYS**

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

New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
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 eight (8) hours of Holiday Pay for the hours they are scheduled to work on a designated holiday even though they do not work.

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

## **2. Holiday Premium 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 as well as Holiday Pay for eight (8) hours of 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 employee in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave 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 & 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 the employee is 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 Call-in for Employees in a Position Requiring Relief**

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

## **6. Restrictions While on Sick Leave**

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

## **7. Sick Leave Abuse**

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

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

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

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

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

## **I. UNION BUSINESS LEAVE**

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

## **J. UNION COLLECTIVE BARGAINING LEAVE**

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

## **K. UNION GRIEVANCE LEAVE**

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

## **L. WORK-RELATED INJURY OR ILLNESS (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 the employee 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 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 to submit 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.

An employee who chooses to take paid leave during a period in which they receive TTD compensation will receive full paid leave pay in addition to any TTD payments, unless the employee is receiving assault benefit compensation equal to full pay.

### **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 RELATING TO DOMESTIC VIOLENCE**

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

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

- 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 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 a purpose deemed beneficial to public service.

A leave of absence will be granted for an employee to accept a position in the Legislative Branch during 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 in Subsections 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 reasons.

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, Section G, Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.

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

# **Article XII Workplace Environment**

The Employer and the Union agree that all employees should work in an environment that fosters mutual respect and professionalism. The parties agree that the workplace environment can have a significant impact on employee productivity, well-being, and furthers the Employer's business operations and needs. Inappropriate behavior in the workplace does not serve the Employer, the Union, or the employee. All employees are responsible for contributing to a positive workplace environment.

## **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.

## **B. SECONDARY EMPLOYMENT**

An employee has the right to engage in any activity, enterprise, or secondary employment unless the work directly conflicts with or impacts their duties with the Employer. The nature of any conflict or impact will be determined by the Department or Division through Department or Division policies, procedures, and Penalties & Prohibitions once the employee has submitted a completed [Secondary Employment Disclosure](#) form for review, in accordance with the State

Administrative Manual (SAM). Secondary employment shall not be considered any paid or unpaid position with the employee's Union, bargaining unit, or any subsidiary thereof.

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

## **Article XIII Performance Evaluation**

The Employer will evaluate employee work performance according to established work standards. Employees will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include but are not limited to job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising is a part of the employee's job duties, their supervision of the work of others.

The performance evaluation process will include performance goals and expectations that reflect the employee's and the Employer's 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 the Employer's 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 documentation may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.

Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, 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**

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

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

Letters of Instruction may be issued by the supervisor(s) or lead worker(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.

## **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 ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the employee. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under [Article XX, Grievance Procedure](#).

Completed performance evaluations will be filed in the employee's Departmental or Divisional Personnel File and the Employer's Central Records Personnel File.

In all cases in which written documentation is created regarding an employee, the employee shall have those rights afforded to them under [NRS 289](#).



# Article 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 employees' professional development.

## B. MANDATORY TRAINING

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

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.

The Employer and all Departments and Divisions will make reasonable attempts to schedule any Employer-required training during the employee's regular work shift.

Attendance at Employer-required training will be considered time worked in accordance with [Article X, 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 Employer and the Department or Division.

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

Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with [Article IX, Safety & Health](#).

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

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

#### **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.

Continuing education courses are an allowable expense; however, continuing education courses for the sole purpose of renewing professional certification or licensure are not an allowable expense under the State Administrative Manual (SAM). Employees may request approval to attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.

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

Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under SAM.

## **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 standardized Employer approved request form to attend external training or professional development using the process designated by the Employer and their Department or Division.

Following an employee's submission of the standardized request form, the employee's Department or Division will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

## **G. PROFESSIONAL ASSOCIATION DUES**

Professional association dues for individual State employees are not an allowable expense under 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, Union Representatives, and Union Staff Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Staff Representatives and Union Representatives, and the Employer will provide training to managers and supervisors on this Agreement.

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

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.

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

## **J. TUITION REIMBURSEMENT**

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

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.

Absent an agreement to the contrary, when an employee moves to another Department or Division prior to completion of an approved course, the approved Department or Division will retain the obligation for reimbursement if the course is satisfactorily completed.

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

The Employer has a zero-tolerance policy for employees who consume alcohol or 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.nevadatobaccoquitline.com](http://www.nevadatobaccoquitline.com).

## **Article XVI Remote Work**

The Employer and the Union agree that employees are expected to report to their officially assigned work or duty stations ready to work each scheduled workday. The parties agree that an employee's assigned duty station may be changed to remote from their usually assigned duty station. The parties agree that some job classifications are not conducive to working away from an assigned work or duty station and therefore will not be eligible for remote work or telework.

If a Department or Division has a remote work or telework policy and an employee wishes to work remotely, they must request approval from the Employer through their Department or Division and complete any required remote or telework paperwork. Employees permitted to work remotely are subject to the policies and procedures of the Employer, the Department, and/or the Division.

If an employee is permitted to work remotely, they will be working their specified remote work schedule at a mutually agreed upon alternate worksite that is away from their official duty station pursuant to their Employer's, Department's, or Division's policies and procedures.

The parties also understand that circumstances arise that may change the working conditions and working locations for some employees. In the interest of continuing operations for the Employer, Department, and/or Division, working remotely may be available as an alternative to reporting to an employee's official duty station.

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

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

## **Article XVII Reasonable Accommodation**

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

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

Under the ADA, employment decisions must be based on an employee's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to a job or work environment that permits a qualified employee with a disability to perform the essential functions of a job or enjoy the

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

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

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

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

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

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

## **Article XVIII Legal Representation**

If an employee is in the course and scope of their employment and is performing their prescribed and authorized work duties, the Employer shall:

If a civil action is served upon any such employee, pursuant to [NRS 41.0339](#), the Employer shall provide for the defense, including the defense of crossclaims and counterclaims, of any present or former employee in any civil action brought against that person based on any alleged act or omission relating to the person's public duties or employment if:

Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, the employee submits a written request for defense:

To the Attorney General; or,

To the head of the employee's Department or Division and the Attorney General; and,

The Attorney General has determined that the act or omission on which the action is based appears to be within the course and scope of public duty or employment and appears to have been performed or omitted in good faith.

If the Attorney General determines that it is impracticable, uneconomical, or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or Deputy Attorney General, special counsel will be employed.

Pursuant to [NRS 41.03455](#), at any time after a written request for defense is submitted to the Attorney General, the employee requesting the defense may employ their own counsel to defend the action. At that time, the State is excused from any further duty to represent the employee and is not liable for any expenses in defending the action, including court costs and attorney's fees.

Pursuant to [NRS 41.0346](#), the Attorney General may seek to withdraw as the attorney of record for an employee if new facts, mistake of fact, or misrepresentation of fact is discovered that would have altered the decision to tender defense; if any fact is discovered that the employee's conduct was not within the course and scope of their duties or was wanton and malicious; if the employee fails to cooperate in good faith with the defense of the case.

An employee in this circumstance may be in a regular pay status or on a paid or unpaid leave status, as applicable, during any meetings, interviews, depositions, court hearings, or other duties affiliated with the defense process as it applies to this Article.

Pursuant to [NAC 284.589](#), an employee may request Administrative Leave to attend meetings, interviews, depositions, court hearings, or for other duties necessary to the defense of a civil action in which they are a named defendant or witness. Administrative Leave will be granted if the employee requests the leave for a period of time that is reasonably needed for the meetings, interviews, depositions, court hearings, or other duty and if the employee requests the leave at least two (2) weeks before the leave is needed, unless such notice is impracticable.

## **Article XIX 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, will evaluate or investigate each incident that is subject to discipline on a case-by-case basis pursuant to this Agreement and Employer, Department or Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies. At the conclusion of an evaluation or investigation, the Appointing

Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the employee's conduct in accordance with a progressive disciplinary model.

## **A. PEACE OFFICER BILL OF RIGHTS**

The Employer and the Union agree that [NRS Chapter 289](#), known as the Peace Officer Bill of Rights, applies to the investigation and administration of disciplinary action relating to peace officers employed by the State of Nevada.

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

## **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:

Any act of commission and/or omission that constitutes misconduct.

Any activity that is incompatible with an employee's conditions of employment codified by statute, regulation, standard, or Employer policy.

Any violation of Federal or State law, Department or Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.

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. Documented 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 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 XX, Grievance Procedure](#); 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 if one is maintained, 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 XX, Grievance Procedure](#), within fifteen (15) calendar days of receipt of the Written Reprimand. However, such a grievance must end at Step 3 as defined within the Grievance Procedure.

## **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.

The Employer shall not suspend an employee without pay during or pursuant to an investigation conducted by the Employer until all investigations relating to the matter have concluded.

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 if one is maintained, 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 XX, Grievance Procedure](#) within fifteen (15) 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 XX, 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 XX, Grievance Procedure](#).

#### **4. Demotion**

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

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 if one is maintained, 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 XX, Grievance Procedure](#), within fifteen (15) 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 XX, 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 XX, 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 if one is maintained, 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 XX, Grievance Procedure](#), within fifteen (15) 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 XX, Grievance Procedure](#), or [NRS 284.390](#), they may not proceed in the alternative manner.

A grievance of a dismissal from service will begin at Step 4 under [Article XX, Grievance Procedure](#).

## 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 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 notice must be provided before the employee is questioned regarding the allegations.

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 1 of [NRS 289.080](#).

The employee must be afforded the right to have a lawyer or any other representative of the employee's choosing present at any time that the employee is questioned regarding the allegations, including without limitation, a lawyer, a representative of any labor union, or another peace officer.

An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 within ninety (90) calendar days after the employee is provided notice of the allegations.

If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days after the employee is provided notice of the allegations pursuant to HR-32, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator upon a showing of

good cause for the delay and that the extension is needed to complete the investigation, make a determination, and notify the employee of any possible discipline. No further extensions may be granted unless approved by the Governor. The decision to grant or deny an extension of time is not subject to separate grievance or review.

If the Appointing Authority does not make a determination about discipline within ninety (90) days after the employee is provided notice of the allegations, or within any extended time period approved pursuant to this Article and Nevada law, the Appointing Authority shall not take disciplinary action against the employee pursuant to [NRS 284.385](#) upon which the allegations are based.

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

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 intends to recommend that the employee who was the subject of the investigation be suspended, demoted, or dismissed, the Appointing Authority must notify the employee of such fact and give the employee and/or any representative of the employee a reasonable opportunity to inspect any evidence in the possession of the Employer and submit a response.

The Appointing Authority must consider any such response before making a recommendation to impose a suspension, demotion, or dismissal against the employee. If the Appointing Authority recommends a suspension, demotion, or dismissal be imposed against the employee and the employee appeals the recommendation to impose a suspension, demotion, or dismissal, the employee and/or any representative of the employee may review and copy the entire file concerning the internal investigation, including, without limitation, any evidence, recordings, notes, transcripts of interviews, and documents contained in the file.

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 as outlined below. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) working days after the HR-41 is

delivered or deemed received. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular working day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre-Disciplinary Review may be changed. The employee must be afforded the right to have a lawyer or any other representative of the employee's choosing present at any time of the Pre-Disciplinary Review, including without limitation, a lawyer, a representative of any labor union, or another peace officer.

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.

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.

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. If the Appointing Authority cannot provide such a decision on or before the proposed effective date, the proposed effective date will be extended to allow for the Appointing Authority to complete the decision-making process and the employee will be notified of the final effective date.

## **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 Employer, Department or Division-specific 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 as the subject of an investigation or receives a citation for traffic violations while driving a State-owned vehicle, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

## Article XX Grievance Procedure

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

“Grievance” means an act, omission, or occurrence which a permanent classified employee feels constitutes an injustice relating to any condition arising out of the relationship between the Employer and the employee, including, but not limited to, compensation, working hours, working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the employee’s employment, imposition of discipline, or other adverse personnel actions.

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 II, 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](#)).

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

Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) calendar days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to

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

## **A. FILING & PROCESSING A GRIEVANCE**

### **1. Procedure**

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

An employee in a bargaining unit who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or suspension through the grievance procedure provided in this Article, or the procedure prescribed by [NRS 284.390](#).

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 has filed a complaint under [NRS 288.115](#), the employee may not proceed in the alternative manner.

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

The written grievance must include the following information:

The name of the grievant;

The grievant's job classification, Department, Division, and Section;

The grievant's contact information;

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

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

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

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 contact information for the grievant's representative(s), if any.

Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed in writing with the employee's immediate supervisor at Step 1, with a copy sent to the DHRM LRU.

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

### **3. Modifications of a Grievance**

No new allegations may be raised or added to the grievance after the initial written grievance is filed, except by written mutual agreement of the grievant and the Employer.

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

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

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

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

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

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

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

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

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

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

Any time during the grievance process Steps 1 through 3, by mutual written agreement between the grievant and the Employer, the parties may request an informal mediation session through the DHRM Employee 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.

## **7. Withdrawal of a Grievance**

A grievance may be withdrawn by the employee at any time. If a grievance is resolved or withdrawn, it may not be re-filed unless it was filed prior to its effective date. Such grievance must be filed within the timelines specified in this Article.

## **B. STEPS IN THE GRIEVANCE PROCEDURE**

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

### **1. Step 1 – Immediate Supervisor**

Step 1 of the grievance process is the attempt by the grievant and the grievant's immediate supervisor to resolve the dispute.

The supervisor will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) calendar days following the receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.

### **2. Step 2 – Division Administrator, Deputy Administrator, or Designee**

If the grievance is not resolved at Step 1, the grievant may present the written grievance to their Division Administrator, Deputy Administrator, or designee, with a copy to the DHRM LRU.

The Division Administrator, Deputy Administrator, or designee will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) calendar days following receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.

If the grievant wishes to escalate the grievance to the next step they must do so within fifteen (15) calendar days of the receipt of the Step 2 response.

### **3. Step 3 – Department or Division Head, or Designee**

If the grievance is not resolved at Step 2, the grievant may present the written grievance to the Department or Division head, or designee, with a copy to the DHRM LRU.

The Department or Division head, or designee, will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) calendar days following receipt of the grievance unless the Employer and the grievant mutually agree in writing to an extension of that time.

If the grievant wishes to escalate the grievance to the next step they must do so within fifteen (15) calendar days of the receipt of the Step 3 response.

#### **4. Step 4 – Formal Mediation**

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

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

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

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

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

### **C. ARBITRATION PROCEDURE**

#### **1. Selecting an Arbitrator**

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

#### **2. Authority of the Arbitrator**

The jurisdiction and authority of the Arbitrator, as well as the final opinion and award shall be confined exclusively to the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the employee's employment, including the imposition of discipline, or other adverse personnel actions. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement.

The Arbitrator shall have no authority to establish or alter in any way wage rate or wage structure or to consider any term or condition of employment not expressly set forth within this Agreement.

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

If the subject grievance involves the review of a suspension, demotion, or dismissal from State service, the Arbitrator must determine the reasonableness of the Department's or Division's decision by conducting a three-step review process as described below.

First, the Arbitrator will review de novo whether the employee in fact committed the alleged violation(s). In so doing, the Arbitrator will determine whether substantial evidence of just cause exists to support the Department's or Division's decision. Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a Department's or Division's conclusions.

Second, the Arbitrator will then determine whether the violation(s) is a serious violation of law or regulations such that the severe measure of dismissal is available as a first-time disciplinary action. If the Department's or Division's published regulations or Prohibitions & Penalties prescribe dismissal as an appropriate level of discipline for a first-time offense, then that violation is serious as a matter of law. The Arbitrator must give deference to the Employer's assessment of what constitutes a serious violation of its own policies.

Third, the Arbitrator will apply a deferential standard of review to the Department's or Division's determination that demotion, suspension, or dismissal will serve the good of the public service. The inquiry is not what the Arbitrator believes to be the good of the public service, but whether it was reasonable for the Department or Division to consider that the good of the public service would be served by demotion, suspension, or dismissal.

### **3. Witnesses**

When an employee is subpoenaed as a witness on behalf of the grievant and/or the Employer in an arbitration case, they may appear without the loss of pay if they appear during their work time.

Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses and the cost of obtaining the names of arbitrators from the [AAA](#) or the [FMCS](#). The parties shall bear their own costs and expenses for attorneys or other representatives, court reports, and other related arbitration expenses.

The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the standard set forth in the Uniform Arbitration Act. Decisions of the Arbitrator shall be enforced within thirty (30) days of receipt by both parties.

#### **4. Attendance at Meetings**

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

An employee will be allowed reasonable time, as determined by the Employer, to travel to and from the meetings referenced above. Time spent traveling during the employee's non-work hours to attend meetings referenced above will not be considered work time.

An employee may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from meetings, mediation sessions, or arbitration regarding the grievance.

When feasible, 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.

When feasible, two (2) weeks' notice is required prior to a mediation session or arbitration. If the required notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department or Division business requiring the employee's immediate attention must be completed prior to attending the meeting, mediation, or arbitration. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized, in writing, to do so by the Department or Division.

#### **D. 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.

#### **E. TIMELINES**

The time limits in this Article must be strictly adhered to unless mutually modified in writing. As used herein, "days" refers to calendar days. When calculating a time period stated in days, exclude the day of the event that triggers the period; then, count every calendar day, including intermediate Saturdays, Sundays, and legal holidays; and, include the last day of the period. If the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is a Saturday, Sunday, or legal holiday.

#### **F. 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 grievant to move the grievance to the next step of the procedure.

## **G. GRIEVANCE FILES**

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

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

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

## **A. THE EXECUTIVE DEPARTMENT**

The State of Nevada, also referred to as the “Employer,” has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with Bargaining Unit H on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under [NRS 288](#). As Bargaining Unit H spans multiple State Departments or Divisions, no single State Department or Division has the authority absent the involvement and approval of the LRU.

## **B. THE UNION**

Bargaining Unit H has designated the Nevada State Law Enforcement Officers’ Association (NSLEOA) as its exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit H under [NRS 288](#).

## **C. DISPUTE RESOLUTION**

The Employer and the Union agree that communication related to any rights or remedies under [NRS 288](#) shall be presented in writing to the LRU at [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov) or to the NSLEOA at [info@nsleoa.org](mailto:info@nsleoa.org), respectively.

The parties shall not maneuver around the statutory exclusive representative channels to engage or gain any advantage on matters concerning collective bargaining under [NRS 288](#).

The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments or Divisions to foster and support Union/Management relations or to

discuss issues that arise. However, communications with a single Department or Division are not formal collective bargaining communications and do not give rise to complaints filed under [NRS 288](#).

## **D. UNION GRIEVANCE**

The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of this Agreement prior to filing formal complaints with a judicial body, such as the EMRB or a Court.

In the event the Union has a dispute with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. Such grievance should also be copied to the Department or Division within which the Union has identified their grievance, if any.

## **E. UNION GRIEVANCE PROCESS**

Upon receipt of a Union Grievance, the LRU will meet and confer with the Union regarding the grievance. Pursuant to discussion during any meeting or conference, the LRU will respond in writing to the Union within fifteen (15) calendar days of that meeting or conference, unless a different time period is mutually agreed upon.

Should the Union Grievance not be resolved, the Union or the LRU may request formal mediation session(s) with the [Federal Mediation & Conciliation Service \(FMCS\)](#) within thirty (30) calendar days of the date of issuance of the response from the LRU.

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.

Should the Union Grievance not be resolved with formal mediation, the Union may submit a demand for arbitration with the [American Arbitration Association \(AAA\)](#) or the [FMCS](#) within thirty (30) calendar days of the decision or the formal mediation session, with a copy to the LRU.

Once a demand for arbitration is filed and the [AAA](#) or [FMCS](#) has supplied a list of names of arbitrators, the parties will select an arbitrator by alternately striking names until one name remains. The party striking first shall be determined by lot.

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

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 this entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.

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

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.

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.

## **F. SUCCESSOR CLAUSE**

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

## **G. COLLECTIVE BARGAINING NEGOTIATIONS**

The parties agree to conduct formal negotiations including any potential need for mediation or impasse in accordance with [NRS 288](#).

# **Article XXII Layoff & Reemployment**

The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and [Article IV, Management Rights](#).

## **A. LAYOFF**

If it is determined that a layoff of employees may occur because of positions being abolished, lack of work, lack of funds, or other material changes in duties or organization, all such layoffs will be carried out in strict compliance with applicable laws and regulations.

Prior to implementation of any layoff, the Employer shall fully consider any written proposals from the Union and the DHRM LRU agrees to meet with the Union upon the Union's request, absent an emergency or other circumstance that render such meetings impracticable, to discuss alternatives to any layoff. Such alternatives may include but are not limited to readjustment of personnel through transfer to other positions, reduction in workweek, leave of absence, voluntary layoff, job sharing, and/or other methods of staffing which may minimize mandatory layoffs.

The Department or Division head, or designee, will determine in what geographical area and job classifications layoffs will occur.

Once a layoff list is determined, the Department or Division head, or designee, will notice the DHRM.

If the Employer, through its Department or Division head, or designee, is required to reduce the number of its employees, it shall purchase credit for service with PERS for any member who:

Is eligible to purchase PERS service credit; and,

Is eligible to retire or will be made eligible to retire by the purchase of service credit; and,

Agrees to retire upon completion of the purchase of service credit; and,

Has been employed by the Department or Division for five (5) or more years.

If the Employer, through its Department or Division is required to purchase service credit, it will pay five percent (5%) of the cost of purchasing the service credit and an additional five percent (5%) of the cost for each year the employee has been employed by the Department or Division in excess of the minimum requirement of five (5) years above.

## **B. ORDER OF LAYOFFS**

All employees who are non-permanent employees must be separated from service before any permanent employees. Employees will be separated in the following order:

Emergency employees.

Temporary employees.

Provisional employees.

Probationary employees.

If additional reductions are necessary after all non-permanent employees have been laid off, permanent employees will be laid off, transferred, or take a voluntarily demotion in descending order of seniority in the geographical area and job classifications identified for lay off.

## **C. NOTICE OF LAYOFF**

All affected employees will receive notice at least thirty (30) calendar days prior to the effective date of a layoff.



The Department or Division head, or designee, must send a copy of the layoff notice, the list of affected employees, and the most recent Department or Division seniority calculations to the DHRM.

If there are options for employees to transfer or voluntarily demote into another position, the Department or Division head, or designee, must clearly state such to the employees and identify the positions and locations where an employee has a right to displace another employee.

An employee must make their choice in writing to transfer, voluntarily demote, or be laid off within four (4) working days after they have been noticed of their layoff choices.

### **1. Transfer**

A permanent employee given notice of layoff may choose to transfer to a position within their Department or Division that is held by the least senior employee in the same class and option.

A permanent employee who chooses to transfer to a position in the same class and option within the same Department or Division will not be subject to a background check.

### **2. Voluntary Demotion**

A permanent employee given notice of layoff may choose to take a voluntary demotion to a vacant position within their Department or Division.

A permanent employee given notice of layoff may choose to take a voluntary demotion to a position which would displace or “bump” an employee with less seniority within the Department or Division and geographical location to a lower classification within the current class series and option.

### **3. Layoff**

A permanent employee given notice of layoff may choose to be laid off. If the employee chooses to be laid off, they can request that their name be placed on the reemployment list for the job classification they held at the time of layoff.

## **D. SENIORITY DURING LAYOFFS**

For the purposes of layoff, seniority is calculated by the employee’s total number of years in continuous full-time equivalent State service up to the effective date of the layoff.

The following are deducted from an employee’s seniority calculations:

Any combination of LWOP and Catastrophic Leave in excess of two hundred forty (240) hours in the period preceding the date of the notice of layoff equal to twelve (12) months of full-time equivalent service.

Any time covered by a report on performance which rated the employee below standard, excluding evaluations received within seventy-five (75) calendar days before the notice of layoff.

An employee whose base hours are more than eighty (80) hours biweekly must be allotted additional LWOP and Catastrophic Leave in proportion to the base hours for the job class designation.

Layoff seniority is not reduced based on:

A leave of absence without pay during a fiscal emergency of the State or a Department or Division.

A leave of absence without pay for a work-related injury or illness; and/or,

A military leave of absence.

## **E. SENIORITY LISTS DURING LAYOFFS**

Whenever it is determined that a layoff of employees will occur, the State agrees to supply seniority lists to the Union for the job(s) being affected.

In the case of seniority ties, ties are determined in the following order:

Time in occupational groups; then,

Time in the Department or Division of layoff; then,

By drawing lots.

Names of permanent employees who have received layoff notice will be placed on the Statewide reemployment list for the class and option of the position involved in the layoff, in order of seniority.

Names of permanent employees who have received layoff notice will also be placed on the Statewide reemployment list for other classes for which they qualify at or below the grade of the class held at the time of layoff, in order of seniority.

The employee will provide an employment application and a list of classes and options the employee is seeking for reemployment to the DHRM within thirty (30) calendar days after the layoff date. The Department or Division will provide the seniority calculations to the DHRM.

Names of permanent employees who have received layoff notice will be integrated with names of employees who are eligible for reemployment.

Part-time employees are not entitled to be reemployed in full-time positions, and full-time employees are not entitled to be reemployed in part-time positions.

Seniority must be projected and counted up to the layoff date or transfer date if the employee is required to transfer to a different geographical location but declines the transfer and requests to be put on the layoff list. Seniority determines ranking on all reemployment lists and will not be recalculated unless the employee is affected by a subsequent layoff.

## **F. BUMPING DURING LAYOFFS**

Full-time, part-time, and seasonal employees must be treated separately and can only displace like employees.

An employee may choose to displace or to “bump” another employee only if the bumping employee meets the minimum qualifications for the class, option, and position. For the purposes of layoff, qualifications for a position may be different from those of the class and option only when selective certification is required.

An employee electing to exercise bumping rights must have more seniority than the employee being displaced. A current employee who elects to displace another employee has priority over former employees already on reemployment lists.

The employee will assume the salary grade of the employee’s classification that is being bumped at the step closest to the employee exercising the bumping rights’ existing salary grade and step at the time of layoff.

In no event will the bumping employee receive more salary as a result of the bump.

If the current rate of pay falls within the lower salary grade, no reduction in pay may occur unless money is not available as certified by the Chief of the Budget Division.

An employee who is bumped will have the right to exercise bumping rights in accordance with the provisions of this paragraph. The decision to bump must be submitted in writing within three (3) working days of notice that the employee will be bumped.

## **G. ACCRUALS AT LAYOFF**

At the time of layoff, the employee’s Annual Leave and Compensatory Time balances will be paid off in accordance with the provisions set out in this Agreement and [NRS 284](#) for employees separating from the State. Additionally, approved tuition reimbursement for employees enrolled at the time of layoff will be paid at the time of layoff.

An employee on layoff accrues no additional Annual Leave or Sick Leave.

## **H. REEMPLOYMENT**

Former permanent employees on a reemployment list or lists retain reemployment eligibility for two (2) years after the date of layoff.

Reemployment rights are exhausted when a former permanent employee accepts or declines an offer of employment in the class or a comparable class with the same grade in the Department or Division and geographical location of the layoff. Any exception to this provision must be approved by the DHRM.

When a former permanent employee accepts a position at a grade lower than that held at the time of layoff, their name will be removed from all reemployment lists that are equal to or below the grade accepted.

A former permanent employee who has been laid off and is being reemployed in the Department or Division, class, and option from which they were laid off must have their permanent status restored.

A former permanent employee who is reemployed in a different class or in a different Department or Division must serve a new Probationary Period. If the employee does not complete the Probationary Period, their name must be restored to the appropriate reemployment list for any remaining part of the year following the layoff date.

No new employee will be hired in the classification and geographic location where the layoff occurred until all employees on layoff status in that classification desiring to return to work have been offered the position.

A former permanent employee is responsible for providing the Employer with any contact information changed while waiting for reemployment.

### **1. Response from a Recalled Employee for Reemployment**

A former permanent employee who is offered a position from which they were laid off in the Department or Division and geographic location must respond within seven (7) business days after the date of the offer letter, or three (3) business days after electronic mail, voicemail is left, or an offer is hand delivered or verbally extended. Any verbal offer will be followed up in writing. In the event the former permanent employee fails to respond within these timeframes, they will be considered to have abandoned their recall rights.

If the Department or Division is unsuccessful in contacting a former permanent employee for reemployment three (3) documented times, that former permanent employee's name will be removed from the reemployment list.

If the former permanent employee is contacted for a similar position outside of the Department or Division from which they were laid off or for a position at a lower grade and fails to respond within these timeframes or otherwise declines the position, they retain layoff rights but will be marked as declining the position.

### **2. Reporting Date When Reemployed**

If a former permanent employee recalled to their former job classification within the Department or Division from which they were laid off was subject to a background check, polygraph, psychological examination, and/or medical examination upon initial appointment, they will be subject to a modified background that will exclude a pre-law enforcement personal history questionnaire, a polygraph examination, and a psychological examination, unless good cause is shown which would require such examination. Departments or Divisions have the right to review any pre-employment documentation for an employee who is being considered for reemployment under this Section.

The reemployed employee must report for reemployment on the date mutually agreed upon by the returning employee and the Employer or be considered to have abandoned their recall rights.

An employee who is reemployed after being laid off is entitled to the restoration of the accrued and unused Sick Leave remaining in their account at the time of layoff for which they did not receive payment.

An employee who is reemployed after being laid off is entitled to buy back the balance of the Annual Leave for which they received payment in a lump sum on the date of layoff. The rate of pay at which the employee is rehired applies to the buying back of Annual Leave.

An employee who is reemployed after being laid off accrues Annual Leave at a rate based on their total continuous State service.

### **3. Rate of Pay When Reemployed**

If a former permanent employee is reemployed after layoff, they must be placed at the step which most closely corresponds to the base rate of pay they held at the time of layoff or separation. An exception may be made if money is not available as certified by the Chief of the Budget Division. If an exception is made because the Department or Division does not have sufficient money available, the employee retains the rights of reemployment.

### **4. Seniority Date When Reemployed**

If a former permanent employee is reemployed within two (2) years of layoff, there will be no change to their continuous State service date.

## **Article XXIII Separation from Service**

### **A. RESIGNATION**

Unless the Employer and the employee agree to a shorter period of time, an employee who wishes to resign their 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.pers.org](http://www.pers.org).

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

## **A. GENERAL PROVISIONS**

The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner. The Employer and the Union recognize that although the Employer is ultimately responsible for the constructive and cooperative relationships on behalf of its various Departments or Divisions within this particular collective bargaining unit, Departmental or Divisional committees will better serve employees.

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

For Committees established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.

Employees invited to participate in these meetings may do so with approval from their Department or Division and their attendance will not count toward the Union's allotted Union leave as outlined in this Agreement.

## **B. COMMITTEES**

The following Committees will be established:

Employer Union/Management Communications Committee

Department-wide or Division-wide Union/Management Communications Committee

Joint Safety Committee

## **C. SCOPE OF AUTHORITY**

All Committee meetings established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings. The Committees' activities and discussions will not be subject to grievance under [Article XX, Grievance Procedure](#).

# **Article XXV Union Activities**

## **A. EMPLOYEE RIGHTS**

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

## **B. RIGHT TO UNION REPRESENTATION**

Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed.

Except as otherwise specified in this Agreement, the right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

## **C. 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.

## **D. 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.

## **E. UNION STAFF REPRESENTATIVES**

Union Staff Representatives are individuals employed by the Union, not the Employer. An example of a Union Staff Representative is the Executive Director of the Union.

The Union will provide the DHRM Labor Relations Unit (LRU) with a written list of Union Staff Representatives, their geographic jurisdictions, and the appropriate contact information.

The Employer will recognize any Union Staff Representative on the list.

The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff Representatives within thirty (30) calendar days of the changes.

The Employer reserves the right to restrict or rescind the access of a recognized Union Staff Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as a representative of the Union and a guest on the Employer's premises.

### **1. Access for Union Staff Representatives**

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

The Union Staff Representatives will request approval to be on-site prior to their arrival and will not interrupt the normal operations of the Department or Division. The Department or Division and the Union must mutually agree upon dates and times a Union Staff Representative may have access to the Department's or Division's premises.

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

In accordance with this Article, Union Staff Representatives and bargaining unit employees may also meet in non-work areas during the employee's Meal Breaks, Rest Periods, and before and after their shifts.

## **F. UNION REPRESENTATIVES**

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



The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible, if applicable. The Union will maintain the list.

A Union Representative may represent any employee who works in the same Department or Division, in the same office, facility, or geographic jurisdiction as the Union Representative and is in the bargaining unit. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.

In the event an employee requests Union representation and the Union Representative is not on the list, the Union must expressly classify the employee as a Union Representative by providing notice via telephone and/or email and/or text message to the Department or Division and the DHRM LRU in advance of the meeting, hearing, or interview.

The Union is responsible to update any list of Union Representatives as soon as practicable. For the purposes of this Section, non-Union representative(s) pursuant to [NRS 289](#) are excluded from this notice.

Union Representatives must request and receive approval prior to being released for representational duties.

Representational duties will be coded to Union Business Leave or Union Grievance Leave for the Union Representative's time.

## **G. USE OF STATE FACILITIES, RESOURCES, & EQUIPMENT**

### **1. Meeting Space & Facilities**

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

### **2. 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.

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

The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines, the Internet, or Intranets to communicate with one another regarding Union business, except as specifically provided for in this Agreement.

Employees may use State-operated email to request Union representation. Union Representatives may use State-owned/operated equipment to communicate with the

affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with [Article XX, 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 a personal use of State resources.

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

Not include general communication and/or solicitation with employees.

The Union and its representatives will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Executive Ethics Board.

Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

#### **4. Bulletin Boards**

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

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

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

#### **5. Distribution of Material**

An employee may have access to their work site for the purpose of distributing information to other bargaining unit employees, provided:

The employee is off duty.

The distribution does not disrupt the Employer's operation.

The distribution will normally occur as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be used.

The employee must notice the Employer in advance of their intent to distribute information.

Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

## **H. 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 use the categories of Union Business Leave, Union Collective Bargaining Leave, Union Grievance 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 after consultation with the DHRM LRU regarding available Union leave balances.

The Union will provide the Department or Division and DHRM LRU, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but no later than fourteen (14) calendar days prior to the activity absent unforeseen circumstances.

The total maximum number of hours allotted for any Union leave is one thousand (1,000) per fiscal year. There is no ability for any balance of hours to roll over from fiscal year to fiscal year.

The Union President or designee will determine the use of the Union leave. The Union agrees not to exceed six (6) individual requests for Union leave at one time and, under normal circumstances, not more than two (2) individuals can be from the same shift of the Department or Division unless authorized by the head of the Department or Division.

Approved Union leave taken during normal working hours will be considered time worked including for the purposes of computing overtime.

In the event the Union depletes the allotted hours in a fiscal year, they may request approval for additional hours, in writing through the DHRM LRU. Additional hours may be approved or disapproved at the Employer's discretion.

### **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 XX, Grievance Procedure](#) or the collective bargaining process.

The Department or Division may grant the use of Union Business Leave for Union Representatives. Requests for Union Business Leave must be submitted in writing and as

far in advance as possible to the Department or Division. Union Business Leave will be considered for approval or disapproval by the Department or Division within three (3) working days of the request. It is incumbent upon the requesting employee to ensure their request for Union Business Leave was received by the Department or Division for consideration.

In the event immediate representation is requested due to a critical incident, such as an Officer-Involved Shooting, the Union Representative must notify their Department or Division and receive approval to respond. If a Union Representative responds to a critical incident while on duty, they may utilize their assigned State-owned vehicle during the time of their response; however, they may not respond in emergency mode. Union Representatives that respond to a critical incident must identify themselves on scene as a Union Representative and that they are not responding to the scene on behalf of a State Department or Division for investigative purposes.

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

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

The Employer may approve leave for the purpose of negotiating a successor Collective Bargaining Agreement (CBA). In the event the Union needs a further allotment of Union Collective Bargaining Leave hours, they will request additional hours from the Employer through the DHRM LRU during the course of negotiations.

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

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 XX, Grievance Procedure](#).

The Department or Division may grant the use of Union Grievance Leave for Union Representatives. Requests for Union Grievance Leave must be submitted in writing 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 three (3) working days of the request. It is incumbent upon the employee requesting Union Grievance Leave to ensure their request was received by the Department or Division for consideration.

## **I. 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 XXVI Mandatory Subjects of Bargaining**

## **A. GENERAL PROVISIONS**

The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining as described in [NRS 288](#).

The Employer, through the DHRM LRU, will notify the Union of the change(s) in writing, citing this Article. The written notice will include:

A description of the intended change, including information relevant to the impacts of the change on bargaining unit employees, and a list of the job classifications and names of affected employees known.

Where the change will occur; and,

The date the Employer intends to implement the change.

Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiations over the proposed change(s). The written notice requesting

bargaining must be filed with the DHRM LRU at [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov). The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change(s).

In the event the Union does not request negotiations within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussions or bargaining.

In the event of emergency or mandated conditions outside of the Employer's control that may require immediate implementation of changes, the Employer will notice the Union of the changes as soon as possible.

Prior to making any change in written Department or Division policy involving a mandatory subject of bargaining, the Employer will notice the Union and satisfy its collective bargaining obligations as outlined in the above referenced process.

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

Only when the parties agree to negotiate a successor Agreement due to expiration will the entire Agreement be eligible for reopening for negotiation. Any mid-term or supplemental negotiations must be limited to specific Article(s) and must be reopened when the threshold for mandatory bargaining has been met under [NRS 288](#). Mid-term or supplemental negotiations that result in amendments to the Agreement will be reflected in Memoranda of Understanding (MOU's) and will become part of the Agreement, subject to approval by the Board of Examiners.

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

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

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

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

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

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

#### **A. IMPASSE**

Should the parties fail to reach an agreement in open or supplemental negotiations by March 1 of an odd numbered year, either party may declare impasse. The parties agree to seek mediation to resolve the impasse.

In the event the parties fail to reach an agreement in mid-term or supplemental negotiations in an even numbered year, either party may declare impasse after six (6) formal negotiations sessions. The parties agree to seek mediation to resolve the impasse.

## **Article XXVIII Political Activity**

Employees may engage in political activity that is not prohibited by State law. Employees may vote as they choose and express their political opinions on any or all subjects without recourse, except that no employee may:

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

Engage in political activity during working hours to improve the chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay.

The parties agree that solicitation and receipt of voluntary payroll deductions for Union political action committee (PAC) contributions are permitted. Employees are not permitted to participate in the solicitation for and receipt of deductions for PAC contributions during work time.

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

No bargaining unit member will be required to participate in political activity of any fashion, or be present at any political meeting or event, either on or off duty.

## **Article XXIX Disclosure of Improper Governmental Action**

#### **A. GENERAL PROVISIONS**

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:

In violation of any State law or regulation; or,

An abuse of authority; or,

Of substantial and specific danger to the public health or safety; or,

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](#).

## **B. 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 or Divisions.

## **Article XXX 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 the operations of the State regardless of the reason for so doing.

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

## **Article XXXI 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. Where the Employer and the Union mutually recognize that



codification of any past practices were inadvertently omitted in this Agreement, the parties may undertake supplemental bargaining pursuant to [Article XXVI, Mandatory Subjects of Bargaining](#) and [Article XXVII, Department or Division-Specific Bargaining](#) at the request of either party.

This Agreement supersedes specific provisions of Department or Division 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 XXXII Savings Clause**

If any court or administrative agency of competent jurisdiction finds any Article, Section, Subsection, or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect and shall be binding on the parties hereto. If such a finding is made, a substitute for the unlawful or invalid Article, Section, Subsection, or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

## **Article XXXIII Nonappropriation Clause**

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 XXXIV Distribution of Agreement**

The Employer will post the Agreement on the [DHRM LRU's Internet page](#) by the effective date of the Agreement or sixty (60) days after approval by the Board of Examiners or, if appropriate,

approval by the Nevada State Legislature, whichever is later. The Department or Division will post the Agreement electronically on their Intranet after it is posted by the DHRM LRU.

The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link. Each employee may print and staple or clip one (1) copy of the Agreement from the link on work time using State-purchased paper and State-owned equipment.

If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

## **Article XXXV Term of Agreement**

All provisions of this Agreement will become effective July 1, 2021 and will remain in full force and effect through June 30, 2023; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until such time as a new Agreement is approved by the Board of Examiners and, if appropriate the Nevada State Legislature.

If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later than August 31 of the year prior to expiration. If notice is given, negotiations shall commence within sixty (60) calendar days, or on or before November 1, whichever is earlier. Negotiations will be held on dates and at times mutually agreed upon by the parties. The parties may only negotiate by other timelines if mutually agreed upon.

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# Execution of Agreement

## Signatures

For the State of Nevada:

For the NSLEOA:

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Frank Richardson      Date

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Rick McCann      Date

# APPENDICES

## APPENDIX A

### Job Classifications Eligible for Membership in the Nevada State Law Enforcement Officers' Association (NSLEOA)

<b>Job Title/Option</b>	<b>Grade</b>
AG Criminal Investigator I	36
AG Criminal Investigator II	38
AG Cybercrime Investigator I	38
AG Cybercrime Investigator II	40
Compliance/Enforcement Investigator I	37
Compliance/Enforcement Investigator II	39
Compliance/Enforcement Investigator III	40
Criminal Investigator I	36
Criminal Investigator II	38
Criminal Investigator III	40
Youth Parole Counselor I	35
Youth Parole Counselor II	39
Youth Parole Counselor III	40

## **APPENDIX B**

### **Department or Division-Specific Shift Assignment Process**

#### **Attorney General's Office**

The Attorney General's Office adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

#### **Department of Agriculture**

[Nevada Department of Agriculture Policy #AG-1-HR-5, Working Schedules, effective March 26, 2013](#)

#### **Department of Business & Industry**

[Nevada Department of Business & Industry Policy 2.2.2, effective September 20, 2016](#)

#### **Department of Motor Vehicles**

The Nevada Department of Motor Vehicles adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

#### **Secretary of State's Office**

The Secretary of State's Office adheres to NAC 284 for the purposes of Shift Assignment Processes and Procedures.

## APPENDIX C

### Department or Division-Specific Shift Bid Processes

#### **Attorney General's Office**

The Attorney General's Office does not have any Shift Bid Processes or Procedures.

#### **Department of Agriculture**

The Nevada Department of Agriculture does not have any Shift Bid Processes or Procedures.

#### **Department of Business & Industry**

#### **Nevada Taxicab Authority**

[Division Policy 217, effective January 20, 2014](#)

#### **Nevada Transportation Authority**

[Division Policy 200, effective June 1, 2018](#)

#### **Department of Motor Vehicles**

The Nevada Department of Motor Vehicles does not have any Shift Bid Processes or Procedures.

#### **Secretary of State's Office**

The Nevada Secretary of State's Office does not have any Shift Bid Processes or Procedures.

## APPENDIX D

### Department or Division-Specific Shift Trade Procedures

#### Attorney General's Office

The Attorney General's Office does not have any Shift Trade Processes or Procedures.

#### Department of Agriculture

The Nevada Department of Agriculture does not have any Shift Trade Processes or Procedures.

#### Department of Business & Industry

#### Nevada Taxicab Authority & Nevada Transportation Authority

[Department of Business & Industry Policy 2.2.2, effective September 20, 2016](#)

#### *XII Shift Trading*

*NAC 284.228 Shift Trading: Agreement; responsibilities allows for an employee to enter into a written agreement to trade shifts with another employee who is employed by the same State [agency] Department or Division, once the following conditions have been met:*

- a. Each employee who enters into an agreement does so solely at [his] their option as described in 29 CFR 553.31;*
- b. Each employee performs work in the same class; and,*
- c. Each employee obtains approval to enter into the agreement from [his or her] their Appointing Authority.*

*Some advantages for employees are: less use of leave for absences; provides for greater flexibility in managing time off; and pay continues without disruption. Advantages for employers are: it may assist in reducing employee absenteeism; it may reduce necessary overtime; and it may avoid required compensation or benefit payment.*

#### Department of Motor Vehicles

The Nevada Department of Motor Vehicles does not have any Shift Trade Processes or Procedures.

#### Secretary of State's Office

The Secretary of State's Office does not have any Shift Trade Processes or Procedures.



## **APPENDIX E**

### **Salary Schedules for Employees Eligible for Membership in the NSLEOA**

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