



**State of Nevada**  
**&**  
**Fraternal Order of Police (FOP),**  
**Correctional Officers Lodge 21**  
**Collective Bargaining Agreement**

**UNIT N**

**July 1, 2025 – June 30, 2027**

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## **PREAMBLE**

This Collective Bargaining Agreement (CBA) entered into July 1, 2025, referred to as the "Agreement" or "CBA," is entered into by the State of Nevada, herein referred to as the "Employer" or the "State," and the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21, herein referred to as the "Union." This Agreement is applicable to all eligible employees in Collective Bargaining Unit N of the Employer described in Article 1, Union Recognition of this Agreement. It is the intent of the parties to establish employment relations based upon mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Nevada, improve performance results of State government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences.

It is the intent of the parties that this Agreement governs over any applicable legislation regarding compensation and benefits provided to State employees unless otherwise specified.

## **ARTICLE 1: UNION RECOGNITION**

This Agreement covers the employees in the bargaining unit N described in Appendix A titled, "Bargaining Units Represented by the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21." This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job titles will continue to be used, filled, or maintained by the Employer.

## **ARTICLE 2: DEFINITIONS & RESOURCES**

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

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

"Break in service" means any separation from State service, except for those separations listed in NAC 284.598.

"Business Day" - for purposes of calculating time limits in this agreement shall be Monday through Friday, excluding designated holidays regardless as to if employees are on eight (8) hour, ten (10) hour, or twelve (12) hour shifts.

"Category III Peace Officer" is a Peace Officer whose authority is limited to correctional services, including Correctional Officer, Senior Correctional Officer, Correctional Sergeant, Correctional Lieutenant and Forensic Specialist of the Department of Corrections and Department of Health and Human Services. (NRS 289.480).

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

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

“Collective Bargaining” as defined in NRS 288.032

“Collective Bargaining Agreement (CBA)” This document is known as the Unit N Collective Bargaining Agreement for the State of Nevada and the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21.

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

“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 that is designated as a Department by statute; 2) the Nevada System of Higher Education; and 3) any State board or commission that 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, or any reason identified in NRS 288.270(1)(c) and (f) which are made applicable to the Executive Department by NRS 288.620(1)(a).

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

“Division of Human Resource Management (DHRM)” is the Division within the Department of Administration [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.

“Duty location” means the State building, facility or worksite where the employee is assigned to perform their work.

“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 Handbook” is the most current handbook published by the Division of Human Resource Management. at the time of ratification of this CBA.

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

“Employee Misconduct” means egregious and/or intentional violations of Department Policy. If performance issues are addressed by corrective actions and not improved by the employee, they will rise to the level of employee misconduct.

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

“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).

“Facility” – means a community correctional center, conservation camp, facility of minimum security or other place of confinement, other than an institution, operated by the Department for the custody, care or training of offenders and a hospital or unit operated by the Division of Public and Behavioral Health.

“Fair Labor Standards Act (FLSA)” is 29 U.S.C. § 203, as amended.  
[www.dol.gov/Departments/whd/flsa](http://www.dol.gov/Departments/whd/flsa)

“Family & Medical Leave Act of 1993 (FMLA)” is 29 U.S.C. § 2601, as amended.  
[www.dol.gov/Departments/whd/fmla](http://www.dol.gov/Departments/whd/fmla)

“Family member” is defined to include: 1) Child; 2) biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s Spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; 3) Spouse; 4) registered domestic partner; 5) grandparent; 6) grandchild, and; 7) sibling.

“Field Training Officer” (FTO) is a Peace Officer that has received and maintains certification in additional training to be utilized as an Instructor to include Basic Instructor Development (BID), Defensive Tactics Instructor (DTI), Range Master Instructor (RMI), OC Instructor (OCI), ASP Instructor, or Taser Instructor.

“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 or eighty (80) hours per pay period.

“Garrity” refers to the protections required under Garrity v. New Jersey, 385 U.S. 273 (1967) and Gandy v. State ex rel. Division of Investigation and Narcotics, 96 Nev. 281 (1980).

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

“Health-related reason” is defined as a serious public health concern that could result in bodily injury or exposure to an infectious agent, biological toxin, or hazardous material.

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

“Immediate family” as defined in NAC 284.5235.

“Just Cause” for discipline shall mean discipline that is not arbitrary or capricious, which is reasonably related to the seriousness of the offense and the employee’s service history, and for which the employee has received due process.

“Innovative Work Week” means a work schedule that differs from a Standard or Non-standard workweek.

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

Email: [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov).

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

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

“Life-threatening” means a condition or situation capable of causing death.

“Mediation” means assistance by an impartial third party to reconcile differences between the Executive Department and an exclusive representative through interpretation, suggestion, and advice. (NRS 288.065).

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

“Minimum Qualifications” means the qualifying age, basic work experience, education, training, and/or licensure necessary to be considered for a job. “Nevada Administrative Code (NAC)” [www.leg.state.nv.us/nac/](http://www.leg.state.nv.us/nac/).

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

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

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

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

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

“Part-time employee” means 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 following the appointment to their current salary grade.

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

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

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

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

“Probationary Employee” is an employee who has not completed the Probationary Period for any class held during continuous State service.

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

“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.

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

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

Rules for State Personnel Administration, republished August 2020.

“Seniority” is the status attained by employees based on their Promotion date into the position. For the purposes of layoffs and reemployment, “Seniority” will be defined pursuant to NRS 284 and NAC 284.

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

“State Administrative Manual (SAM)”, revised October 2, 2024.

“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” means shifts established at a facility or a straight eight (8) hour work shift with no unpaid breaks or lunch.

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

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

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

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

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

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

“Work Area” means the areas within a Duty Location where the employee is assigned to perform their work.

“Work Schedule” means the workweeks and work shifts 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 begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following Sunday.

## **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 The Employer retains all rights of management as established by NRS Chapter 288.

## **ARTICLE 4: HIRING & APPOINTMENTS**

- 4.1 The Employer will perform all hiring and appointments as outlined in NRS Chapter 284 and NAC Chapter 284.
- 4.2 Job postings will be made in compliance with NAC Chapter 284 and DHRM policies.
- 4.3 Whenever a vacancy occurs, the State shall post for a minimum of three (3) calendar days a description of the vacancy through such procedures as are typically used and established by the Employer. The posting and any vacancy to be filled from an existing eligible list shall contain the name of the job classification, general description of the duties, and the duty location of the position. A link to the posting will be emailed to the Fraternal Order of Police, C.O., Lodge 21 at [praterfop21jobs@yahoo.com](mailto:praterfop21jobs@yahoo.com).

## **ARTICLE 5: LAYOFF & REEMPLOYMENT**

- 5.1 The Employer will follow the provisions of NRS Chapter 284 and NAC Chapter 284 for matters relating to layoffs and reemployment.

- 5.2 From the effective date of this Agreement through June 30, 2027, an employee who is going to relocate to a geographical area more than fifty (50) miles away due to a facility closure, will be entitled to a stipend of fifteen hundred dollars (\$1,500) to assist with moving expenses to another facility.

## **ARTICLE 6: SEPARATION**

### **6.1 RESIGNATION**

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

## **ARTICLE 7: HOURS OF WORK**

- 7.1 This Article outlines the Employer's general administration of hours of work and shall not be construed as an exhaustive representation of the Employer's policies and procedures regarding hours of work for employees.

### **7.2 WORK SCHEDULES**

- 7.2.1 The official Workweek for the purposes of payroll begins on Monday at 0000 hours and ends at 2359 hours on the following Sunday.
- 7.2.2 Work schedules for employees covered under this Agreement may consist of one of the following combinations of daily work hours, meal breaks, and rest periods during a Workweek:
- 7.2.2.1 Eight (8) hours per workday, five (5) days per Workweek with two (2) consecutive RDO's.
  - 7.2.2.2 Ten (10) hours per workday, four (4) days per Workweek with three (3) consecutive RDO's.
  - 7.2.2.3 Twelve (12) hours per workday, four (4) days per Workweek with three (3) consecutive RDO's one week, and three (3) days per Workweek with four (4) consecutive RDO's in the other week. This includes one (1) eight (8) hour day each eighty (80) hour pay period.
  - 7.2.2.4 A forty (40) hour per Workweek variable and flexible schedule.
  - 7.2.2.5 An eighty (80) hour per pay period variable and flexible schedule.
  - 7.2.2.6 Employees who are assigned to a Facility that has posts that require twenty-four (24) hours per day staffing may be assigned to shifts of twelve (12) hours per workday. Facilities may, at the discretion of the Director, or their designee, implement a twelve (12) hour staffing model for either twenty-four (24) hour posts or any other posts within the Facility. This staffing model contemplates seven (7), twelve (12) hour shifts per pay period, totaling eighty (80) hours of regular time and four (4) hours of overtime. The four (4) hours of overtime does not contribute to any mandatory overtime assignment for the purposes of movement on the mandatory overtime roster.

### **7.3 ALTERNATE WORK SCHEDULES**

- 7.3.1 Alternate Workweeks and work shifts of different numbers of hours may be established for employees by the Employer in order to meet staffing, security, and safety needs, as long as the alternate work schedules meet federal and State laws. Such schedules will first be assigned on a volunteer basis. If there are not enough volunteers to fill the required schedule slots, then employees shall be selected based on reverse seniority for the alternate work schedules, subject to the Department's or Division's assessment of safety and security requirements, appropriate skills, training, and business and operational needs.

#### **7.4 TEMPORARY SCHEDULE CHANGES**

- 7.4.1 An employee's Workweek and/or work schedule may be temporarily changed with prior notice from the Employer. A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. An employee will receive fourteen (14) calendar days' written notice of any temporary schedule change, absent exigent circumstances. The day that notice is given is considered the first day of notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. The employee and employer may mutually agree to waive the fourteen (14) calendar day notice.
- 7.4.2 Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. Temporary schedule changes will be assigned based on a most senior volunteer basis first, then by using a least senior non-volunteer process, if necessary.

#### **7.5 PERMANENT SCHEDULE CHANGES**

- 7.5.1 An employees' workweek and work schedule may be permanently changed with prior notice from the Employer. An employee will receive fourteen (14) calendar days' written notice of a permanent schedule change, which will include the reason for the schedule change. The day notice is given is considered the first day of notice. Employees will be chosen for permanent schedule changes based on skills and abilities to perform the duties required by the Employer. Permanent schedule changes will be assigned based on a most senior volunteer basis first, then by using a least senior non-volunteer process, if necessary.
- 7.5.2 Voluntary adjustments in the hours of work of daily work shifts during a Workweek do not constitute a permanent schedule change.

#### **7.6 EMERGENCY SCHEDULE CHANGES**

- 7.6.1 The Employer may adjust an employee's Workweek and work schedule without prior notice in emergency situations such as highway snow, ice or avalanche removal, fire duty, or unforeseen operational needs.

#### **7.7 EMPLOYEE REQUESTED SCHEDULE CHANGES**

- 7.7.1 An employee's Workweek and work schedule may be changed at their request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

#### **7.8 MANDATORY OVERTIME**

- 7.8.1 The Appointing Authority will maintain a mandatory overtime roster in order of least seniority to most seniority at each Facility and this roster will be available for employees to review at any time.

7.8.2 When a Facility requires additional staffing, the on-duty supervisor will follow the order below to fill the staffing requirement.

7.8.2.1 Volunteer List

7.8.2.2 On Duty/Yard Call

7.8.2.3 Mandatory

7.8.3 An employee who volunteers to work an overtime assignment will be moved to the bottom of the mandatory overtime roster. If an employee is required to work a mandatory overtime assignment due to their position on the mandatory overtime roster, they will be notified of such requirement as soon as practicable, but no later than three (3) hours in advance of the shift to be worked.

7.8.4 If an employee works any overtime assignment, they will be moved to the bottom of the mandatory overtime roster. Employees will not be told they are “mandated” unless they are actually required to work overtime. If an employee is told they are “mandated” or required to work overtime, they will be moved to the bottom of the mandatory overtime roster.

7.8.5 An employee that is relieved from their assignment one (1) hour or later will be moved to the bottom of the mandatory overtime roster.

## **7.9 SHIFT TRADES**

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

## **7.10 MEAL BREAKS AND REST PERIODS**

### **7.10.1 Unpaid Meal Breaks**

7.10.1.1 For Employees within DHHS only, an unpaid meal break may be scheduled into an Employee’s regular shift.

7.10.1.2 If an Employee is on a shift with a scheduled unpaid meal break, the Employee will inform their supervisor if they wish to take the unpaid meal break.

7.10.1.3 An Employee who does not take the unpaid meal break will be paid for the time of the unpaid meal break.

7.10.1.4 Any Overtime that accrues as a result of an employee working during their scheduled unpaid meal break pursuant to this section will be paid according to the Overtime provisions of this Agreement.

7.10.1.5 The Parties agree that this article varies from and supersedes any unpaid meal break requirements of federal and State law.

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

7.10.2.1 The Employer and the Union agree to paid meal breaks that vary from and supersede the paid meal break requirements of federal and State laws. Employees working straight shifts will not receive a paid meal break but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal breaks for employees on straight shifts do not require relief from duty.

### **7.10.3 Rest Periods**

- 7.10.3.1 The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by federal and State laws. Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty.
- 7.10.3.2 Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required.
- 7.10.3.3 Rest periods may not be used for late arrival or early departure from work and rest periods and meal breaks will not be combined.

## **7.11 TIME REPORTING**

- 7.11.1 Employees will accurately report time worked in accordance with the time reporting process as determined by the Department or Division.

## **7.12 EMPLOYMENT CONDITIONS**

### **7.12.1 Probationary Period**

- 7.12.1.1 The Probationary Period for bargaining unit positions shall be twelve (12) months from their date of hire and, upon completion, employees will have one (1) year equivalent full-time service. A probationary employee who transfers or promotes from one class to another class must serve a new Probationary Period. Once an employee attains Permanent Status, they shall not be required to serve another Probationary Period. Probationary employees may not appeal separation from State employment for performance or disciplinary reasons through the grievance process outlined in this Agreement.

### **7.12.2 Trial Service Period**

- 7.12.2.1 An employee with Permanent Status who is promoted or voluntarily accepts a transfer into a job classification for which they have not previously attained permanent status will serve a Trial Service Period of twelve (12) months. Employees serving in a promotional or voluntary Trial Service Period will be restored according to NRS Chapter 284 and NAC Chapter 284.

## **7.13 EMPLOYEE ASSIGNMENTS**

### **7.13.1 Change of Duty Assignments**

- 7.13.1.1 The Employer shall have the right to assign and reassign duties among employees in a class, either within a Duty Location, or to another Duty Location within the same geographic region, but no further than sixty (60) miles from their current duty location. The Employer shall have the right to assign and reassign employees, either within a Duty Location, or to another Duty Location within the same geographic region, but no further than sixty (60) miles from their current Duty Location. The Employer shall have the right to assign and reassign duties among employees in a class within a work area.

- 7.13.1.2 If a vacancy exists within a Duty Location or shift, or an additional Employee is required within a Duty Location or shift due to operational need, the Employer shall request volunteers from among qualified Employees to fill the vacancy. If one or more Employees volunteer for the change in Duty Location or shift, the most senior qualified volunteer shall be assigned to the new Duty Location or shift. If there are no volunteers, the least senior qualified employee with a current Duty Location within sixty (60) miles from the Duty Location where the vacancy exists shall be assigned to the new Duty Location on a temporary basis until the position can be filled by promotion.

## **ARTICLE 8: COMPENSATION**

### **8.1 SALARY PAYMENT**

- 8.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay rates are set within a salary grade at a specific step.
- 8.1.2 Appendix B, "Salary Schedules for Bargaining Unit N" details the salary schedules for employees covered under this Agreement.
- 8.1.3 Effective July 1, 2025, the salary for Corrections Sergeants will be 20% higher than a Corrections Officer (grade 36 in the 2023-2025 biennium). The salary for a Corrections Lieutenant will be 20% higher than a Corrections Sergeant.
- 8.1.4 Effective July 1, 2025, the salary for a Forensic Specialist IV will be 20% higher than a Forensic Specialist III (grade 36 in the 2023-2025 biennium).
- 8.1.5 For the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive a retention incentive in the amount of two thousand dollars (\$2,000.00) per fiscal year, to be paid in four (4) equal installments.
- 8.1.6 In the event legislation passes in the 2025 session and is enacted that affords all State employees additional compensation, such additional compensation will be paid to employees covered under this Agreement.
- 8.1.7 Employees within the bargaining unit shall continue to receive longevity pay pursuant to NRS 284.177.

### **8.2 SALARY ADMINISTRATION**

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

### **8.3 SALARY RATE UPON PROMOTION**

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

### **8.4 SALARY RATE UPON DEMOTION**

- 8.4.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.
- 8.4.2 Upon demotion for failure to complete a Trial Service Period, the employee will be placed in their former job classification and salary grade at their previous step but will have their pay increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.
- 8.4.3 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification.

#### **8.5 STEP INCREASE**

- 8.5.1 An employee shall receive a step increase each year of this Agreement on their pay progression date pursuant to NAC 284.194-196.

#### **8.6 CALLBACK PAY**

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

#### **8.7 COMPENSATORY TIME**

- 8.7.1 Bargaining Unit N employees may accrue up to two hundred forty (240) hours of Compensatory Time at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour of overtime worked where such time worked would otherwise be compensated by Overtime Pay. At the time Overtime is offered, an employee will have the option of electing Compensatory Time.
- 8.7.2 Any date to be taken off as Compensatory Time shall be scheduled by agreement between the supervisor and the employee. Approval for the use of Compensatory Time will be granted in a fair and equitable manner. Holiday Pay may be banked as Compensatory Time at the employees request.
- 8.7.3 All unused Compensatory Time will be paid pursuant to NAC 284.

#### **8.8 HOLIDAY PAY**

- 8.8.1 When an authorized holiday falls on an employee's regularly scheduled workday and the employee is not required to work, the employee shall be paid at their regular hourly rate of pay for all hours in their regularly scheduled shift.

#### **8.9 HOLIDAY PREMIUM PAY**

- 8.9.1 When an authorized holiday falls on an employee's regularly scheduled workday and the employee is required to work, the employee shall be paid at their regular hourly rate of pay and Holiday Premium Pay of an additional one and one-half (1½) times their normal hourly rate of pay for all hours worked within the designated twenty-four (24) hour holiday period. The employee can elect to bank their Holiday Premium Pay (1½ times additional pay) as Compensatory Time.
- 8.9.2 Full-time employees, whose normal work schedule does not include the day designated as the holiday, shall be entitled to time off or pay equal to the employee's normal workday.
- 8.9.3 Part-time employees will be paid Holiday Pay on a prorated basis.

- 8.9.4 Full time employees who have been in an unpaid status due to the use of LWOP on the workday prior to or directly following a designated holiday will be paid Holiday Pay for the designated holiday provided they are in paid status for at least sixty percent (60%) of their regularly scheduled hours in the pay period during which the designated holiday falls.

#### **8.10 OVERTIME**

- 8.10.1 The Employer shall compensate Overtime-eligible employees at the rate of one and one-half (1½) times their regular hourly rate of pay, including any pay differential, for hours worked in excess of their regularly designated workday or workweek if they are on a variable or innovative schedule agreement.
- 8.10.2 Overtime will be administered in accordance with NRS and NAC 284.
- 8.10.3 For purposes of this Article, "hours worked" includes all hours in a pay status.
- 8.10.4 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.
- 8.10.5 A list of employees who volunteer for overtime assignments will be maintained at each institution. When an Overtime assignment is required, the Employer will consult the voluntary list to staff that assignment. This list will be created at the start of each pay period and will be available for staff to view at all times. Each employee on the list will get an opportunity to work one (1) overtime shift before any other employee with more seniority can work two (2) or more overtime shifts.
- 8.10.6 If an institution other than the one the employee is regularly stationed at requires employees to work overtime, that institution may consult the voluntary overtime roster from another institution and request employee to work with the approval of the second institution's management staff. An employee that works an overtime assignment at a different institution will code their timesheet with the specific coding for that institution for the overtime hours worked.
- 8.10.7 If there are no volunteers available, the Employer will designate employees who are capable and qualified to perform the work based on a reverse seniority, mandatory Overtime roster. Mandatory Overtime assignments shall be rotated in accordance with this Agreement.

#### **8.11 SHIFT DIFFERENTIAL PAY**

- 8.11.1 Employees who are assigned a regular work schedule on swing shift, graveyard shift, or night shift on twelve (12) hour shifts, will receive shift differential pay equivalent to five percent (5%) of their regular hourly rate of pay for all hours worked. Employees assigned as stated above will receive Shift Differential Overtime (OTPSD) for additional hours worked on Overtime.

#### **8.12 SPECIAL ADJUSTMENTS TO PAY**

8.12.1 Employees may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments; however, the maximum Special Adjustment to Pay and/or Special Assignment pay is ten percent (10%) of their regular hourly rate of pay. Special Assignments are designations outside normal operational functions that save the Employer time and money by having an employee on-site perform the task instead of outsourcing. These tasks require the employee to be removed from their normal duties in order to perform the tasks and may require specialized training. The specialized training will typically require an employee to attend training classes or be certified to perform the duties of that designation. The designation may also require the employee to be recertified after a specified timeframe to maintain that specialized assignment designation. Any expenses incurred related to this training or certification will be paid by the Employer.

#### 8.12.2 Acting Pay

8.12.2.1 An employee who is temporarily assigned and approved by the Employer to assume the daily responsibilities of an authorized position in a higher classification will be paid a Special Adjustment to Pay (Acting Pay) in accordance with the following:

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

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

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

8.12.2.5 Employees in a class series will only be authorized to be temporarily assigned to an acting position that is the immediate classification above their current classification, unless the number of personnel in the unit or division restricts this ability and it is mutually agreed to by the Employer and the Union.

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

#### 8.12.3 Bilingual Pay

8.12.3.1 An employee who is certified to use bilingual skills or sign language for persons who are deaf will be eligible for additional compensation equivalent to five percent (5%) of their regular hourly rate of pay. Employees must provide certification of proficiency in a language other than English in the areas of conversation, reading, and writing from an accredited institution.

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

#### 8.12.4 Field Training Officer (FTO)

8.12.4.1 An employee assigned to be an FTO shall receive additional compensation equivalent to five percent (5%) of their regular hourly rate of pay for a Special Adjustment to Pay (FTO Pay) for the hours spent in FTO status. FTO Pay is excluded from the ten percent (10%) stacking limitation.

#### 8.12.5 Muster Pay Adjustment

- 8.12.5.1 All employees will receive forty-five (45) minutes of Overtime and any applicable shift differential pay which can be taken for pay or Compensatory Time, for every day that they work regardless of their post or work assignment. This is to account for the time from the entry to the area where they receive their assignment and any information needed for their workday. This will also account for the time that it takes to get to their post, check out equipment, and receive a work-related pass down. The “muster pay” will also account for the time it takes to give a work-related pass down to the next shift that relieves you from your post. It will also account for the walk from your assigned post to exit the facility.
- 8.12.6 Special Assignments
  - 8.12.6.1 An employee that is given a Special Assignment by the Department/Division not specifically detailed in this Article may be entitled to additional pay equivalent of five percent (5%) of their regular hourly rate of pay for a Special Assignment to Pay (Special Assignment) for the hours working in that Special Assignment, rounded up to the nearest whole hour. Duties that constitute Special Assignments will be determined by the Department/Division.
  - 8.12.6.2 Special Assignments may include but are not limited to Armorer and Transportation Staff, Institutional Investigators, Recruiter, Control Officer, Correctional Emergency Response Team (CERT) and/or Security Squad, and Crisis Intervention Training qualified staff (CIT) or Crisis Negotiations Training.
- 8.12.7 Standby Pay
  - 8.12.7.1 An employee is considered to be on Standby Status when they volunteer to be available, on short notice, to work overtime. If an employee is on the standby list and refuses to work when contacted, they may be subject to progressive discipline.
  - 8.12.7.2 Standby Pay will be administered in accordance with NAC 284.218.
- 8.12.8 Rural Pay
  - 8.12.8.1 Employees grandfathered in to receiving PSAC and/or PRAD pay after 2009 will continue to receive such pay.
- 8.12.9 Uniforms & Equipment
  - 8.12.9.1 Uniforms
    - 8.12.9.1.1 The Employer will determine and provide uniform items consistent with Department/Division policy. The Employer will determine all uniform pieces and gear that are acceptable.
    - 8.12.9.1.2 Employees covered under this Agreement were required to purchase uniforms and equipment will receive a Uniform & Equipment Allowance of two thousand twenty dollars (\$2,020.00) per fiscal year, payable in two equal installments in September and March on checks separate from their pay checks.
    - 8.12.9.1.3 If an employee’s uniform or clothing is damaged or destroyed in the line of duty, they are entitled to full reimbursement by the state of Nevada per NRS 289.800.
  - 8.12.9.2 Equipment

- 8.12.9.2.1 The Employer will determine and provide equipment consistent with Department/Division policy. Employees may choose to purchase additional equipment items that are approved by the Department/Division to be carried on duty.
- 8.12.9.2.2 Personal Protective Equipment that an employee chooses to use to supplement their Employer provided equipment that is damaged in the course and scope of duty rather than through negligence may be reimbursable. The employee may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident. Employees may request reimbursement for damaged personal protective equipment to their Department/Division by submitting a report detailing the incident in which the equipment was damaged by the end of the shift in which the damage occurred. The Department/Division must reimburse the Staff member as per NRS 289.
- 8.12.9.3 **Body Armor**
  - 8.12.9.3.1 Employees who choose to wear body armor while on duty may do so with approval from the Department/Division. Any body armor chosen to be worn by an employee will comply with any Department/Division policy and will be the employee's responsibility to maintain and replace according to the manufacturer's recommended schedule.
- 8.12.9.4 **Retirement Credentials**
  - 8.12.9.4.1 As established by the HR 218 – Law Enforcement Officer Safety Act (LEOSA), upon separation or retirement from the Employer, an employee in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service (State of Nevada or otherwise), will be entitled to receive retirement credentials at no cost to the employee.
- 8.12.9.5 **Wallet Badges**
  - 8.12.9.5.1 As established by HR 218 LEOSA, currently serving Category III Peace Officers are enabled and authorized to carry a concealed weapon. As described in 18 USC 926(b), Peace Officers who carry concealed weapons while off duty are required to have their Department/Division-issued identification and badge in their possession. Qualified officers shall be given the applicable documentation enabling them to order a wallet badge at their own expense.

## **ARTICLE 9: LEAVE**

### ***PART I – PAID LEAVE***

#### **9.1 ADMINISTRATIVE LEAVE**

- 9.1.1 The Employer has the right to place an employee on paid Administrative Leave.
- 9.1.2 An employee on paid Administrative Leave is required to be available to their supervisor during the listed hours in the notification letter for their leave.

#### **9.2 ANNUAL LEAVE**

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

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

9.2.3 Accrual

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

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

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

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

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

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

9.2.4 Annual Leave Usage

9.2.4.1 Employees must submit Annual Leave requests in writing using the administrative program utilized by the Appointing Authority. This schedule, which shows availability, will be available for employees to view at all times.

9.2.4.2 Requests for Annual Leave will be approved or denied by the Department or Division as soon as practicable but no later than fifteen (15) calendar days after the request is received. If they are not approved within fifteen (15) calendar days, they will be automatically approved. Employees must immediately notify their supervisor once the Annual Leave request is made. It is the requesting employee's responsibility to ensure their Annual Leave request has been received by their Department or Division. During the month of November, employees will bid for annual leave in order of most seniority for the upcoming calendar year. During the month of November, Lieutenants will bid for annual leave before Sergeants or Forensic Specialist 4's.

9.2.4.3 Employees covered under this Agreement shall have the opportunity to cash out Annual Leave twice per fiscal year, once in November and once in May. Employees may cash out up to forty (40) hours per instance or up to eighty (80) hours either in November or in May, so long as after cash out they have a remaining balance that is greater than or equal to two hundred (200) hours of banked Annual Leave. Cash out of Annual Leave will not occur until after July 1, 2025.

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

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

9.2.5 Catastrophic Leave

9.2.5.1 Catastrophic Leave will be administered in accordance with NAC 284.576.

9.2.6 Civil Leave (Jury Duty)

9.2.6.1 An employee who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable. If the employee must serve during a regularly scheduled workday, they will be entitled to their regular hourly rate of pay for their regularly scheduled daily work hours and will be allowed to retain any compensation awarded by the court for jury service.

9.2.6.2 When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the employer will modify the employee's work schedule according to one (1) of the alternative work schedules below:

9.2.7 Working Prior to Jury Duty Reporting Time

9.2.7.1 If the employee is assigned to the graveyard shift and is ordered to appear for jury duty the same day, they will be relieved of duty no less than eight (8) hours prior to their scheduled jury duty appearance time; or,

9.2.8 Working After Jury Duty Reporting Time

9.2.8.1 If the employee is assigned to the graveyard shift and is

9.2.8.2 ordered to appear for jury duty the same day, they will have their reporting time adjusted for the actual time spent serving jury duty. The employee will report late to the next shift the same number of hours spent serving jury duty. The employee will notice the on-duty supervisor of the number of hours needed for the shift adjustment as soon as they are released from their appearance in court.

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

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

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

**9.3 INTERVIEW LEAVE**

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

**9.4 COMPENSATORY TIME**

9.4.1 As defined in Article 8, Compensation

9.4.2 Compensatory Time will be administered in accordance with NAC 284.2508.

**9.5 HOLIDAYS**

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

New Year's Day - January 1

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

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May  
Juneteenth - Observed Day – June 19  
Independence Day - July 4  
Labor Day - First Monday in September  
Nevada Day Observed - Last Friday in October  
Veterans' Day - November 11  
Thanksgiving Day - Fourth Thursday in November  
Family Day - The Friday immediately following the fourth Thursday in November  
Christmas Day - December 25

9.5.2 Holiday Compensation Rules

- 9.5.2.1 Employee who work during the twenty-four (24) hours designated as a holiday will be compensated according to the provisions of this Agreement for all hours worked.
- 9.5.2.2 Holiday pay for Graveyard shift employees who either start their shift on a holiday or end their shift on a holiday will be paid for one shift of holiday compensation for their regular work hours per holiday.

**9.6 MILITARY LEAVE**

- 9.6.1 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment & Reemployment Rights Act (USERRA).
- 9.6.2 Military Leave will be administered in accordance with NRS 281.145, USERRA, and NAC 284.5875

**9.7 SICK LEAVE**

- 9.7.1 A full-time employee in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.
- 9.7.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.
- 9.7.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.
- 9.7.4 Carry Forward & Transfer
  - 9.7.4.1 Employees will be allowed to carry forward, from year to year of service, any unused Sick Leave allowed under this Article, and will retain and carry forward any unused Sick Leave accumulated prior to the effective date of this agreement. When an employee moves from one State Department/Division to another, regardless of status, their accrued Sick Leave will be transferred to the new Department/Division for their use.
- 9.7.5 Sick Leave may be used for the following reasons:
  - 9.7.5.1 Time away from work due to a personal illness, injury, or medical disability that prevents the employee from performing their job.

- 9.7.5.2 Time away from work to attend personal medical or dental appointments. Time away from work to care for family members. based on the Family & Medical Leave Act (FMLA)
- 9.7.5.3 Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others if such leave is not covered by Administrative Leave or other leave.
- 9.7.6 Sick Leave Reporting, Certification, & Verification
  - 9.7.6.1 Planned Sick Leave, as for medical appointments or procedures that are scheduled ahead of time, should be requested as far in advance as practicable.
  - 9.7.6.2 For unexpected Sick Leave, an employee must promptly notify their supervisor on the first day of Sick Leave and each day thereafter unless there is mutual agreement to do otherwise.
  - 9.7.6.3 Employees may only be asked to provide a medical certification from their health care provider if they use more than three (3) consecutive sick days, unless they are returning to work from a non-industrial injury.
- 9.7.7 Non-Industrial Injuries
  - 9.7.7.1 An employee returning to work after any Sick Leave absence involving a non-industrial injury that may affect the employees ability to perform essential functions may be required to provide written certification from their treating health care provider that clearly states that they are able to return to work and perform the essential functions of their job, with or without reasonable accommodation. Employee will be given sufficient notice for a requirement of documentation prior to returning.
  - 9.7.7.2 If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be subject to disciplinary action. They will not be placed in AWOL status.
- 9.7.8 Sick Leave Call-in for Employees in a Position Requiring Relief
  - 9.7.8.1 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice their supervisor as soon as practicable but, no later than the start of their shift.
  - 9.7.8.2 If an employee notifies their Supervisor after the start of their shift, they may be asked to provide supporting documentation of the reason why they provided notification after the start of their shift.
  - 9.7.8.3 Employees will not be placed in AWOL status for the time after they call in to work, but may be subject to progressive disciplinary action if they do not provide supporting documentation.
- 9.7.9 Sick Leave Abuse
  - 9.7.9.1 The use of Sick Leave for purposes other than those defined in this Agreement will be considered evidence of Sick Leave abuse.
  - 9.7.9.2 Supervisors are expected to monitor supervisor 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 agreed upon prohibitions.

- 9.7.9.3 When a supervisor suspects Sick Leave abuse, they will notify the supervisor of such suspicions. The supervisor will be given specific reasons for the supervisor's suspicion and may be subject to progressive disciplinary action. Cases of sick leave abuse may be investigated by a member of management, who is not in the employee's immediate chain of command.
- 9.7.9.4 The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department/Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.
- 9.7.9.5 Employees may be subject to progressive discipline when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave.
- 9.7.9.6 Employees suspected of Sick Leave abuse, will be given a notice with specific reasons for the suspicion and may be subject to progressive disciplinary action.

## **9.8 UNION LEAVE**

- 9.8.1 See Union Rights.

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

- 9.9.1 Workers Compensation shall be administered pursuant to NRS Chapter 616A to 616D, et seq., and NAC 284.5775 and 284.5777.
- 9.9.2 An employee who sustains a work-related injury or illness that is adjudicated by the Workers' Compensation Administrator as compensable under the State workers' compensation law and must be away from work as a result of that work-related injury or illness, may select Temporary Total Disability (TTD) compensation exclusively, or paid leave payments in addition to TTD.
- 9.9.3 An employee who chooses to take paid leave during a period in which they receive TTD compensation will receive full paid leave compensation in addition to any TTD payments, unless they are receiving other benefits compensation equal to full pay. Service Connected Disability or Injury.
- 9.9.4 Return-to-Work
  - 9.9.4.1 The Employer will follow the provisions of State law, and Department or Division policy related to the 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.
  - 9.9.4.2 Employees with a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

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

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

- 9.10.2 An employee may use the time away from work related to domestic violence to:
- 9.10.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
  - 9.10.2.2 Obtain counseling or assistance; and/or,
  - 9.10.2.3 Participate in any related court proceedings; and/or,
  - 9.10.2.4 Establish a safety plan.
- 9.10.3 A Department or Division will provide accommodations, such as relocation of workspace or duty location, modification of a work schedule, or a new work telephone number, to an employee who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless such an accommodation would pose an undue hardship on the Department or Division.

#### **9.11 BEREAVEMENT LEAVE**

- 9.11.1 Employees are allowed time away from work for up to five (5) working days for Bereavement Leave. Leave for bereavement applies to the family member list as described under the Sick Leave Section of this Article.
- 9.11.2 Employees may use Sick Leave, LWOP, or any eligible accrued leave if they do not have sick leave, during their time away from work for bereavement.
- 9.11.3 In the event an employee needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department or Division.
- 9.11.4 Bereavement Leave shall be used and administered pursuant to NAC 284.562.
- 9.11.5 Bereavement Leave must be used no later than twelve (12) months after the death of the family member for which the Bereavement Leave was requested.

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

- 9.12.1 LWOP is approved temporary time away from work in a nonpaid status requested by an employee LWOP does not cover a suspension from duty, Furlough Leave, or any absence for which an employee has not been approved or any nonpaid status during hours or days for which an employee would be compensated on an Overtime basis.

#### **9.13 LEAVE OF ABSENCE WITHOUT PAY**

- 9.13.1 A leave of absence without pay may be approved for up to one (1) year by a Department or Division for any satisfactory reason. The Human Resources Commission, upon recommendation of the Department/Division, or designee, may grant a leave of absence without pay in excess of one (1) year, for purposes deemed beneficial to public service.
- 9.13.2 A leave of absence will be granted for an employee to accept a position in the Legislative Branch during a regular or special session of the Legislature if they are in a classified position.

#### **9.14 FAMILY & MEDICAL LEAVE**

- 9.14.1 Family and medical leave will be used and granted in accordance with the Family and Medical Leave Act of 1993 (FMLA), and any amendments thereto, and the Nevada State Family Leave Act without interpretation.

#### **9.15 MILITARY LEAVE - UNPAID**

- 9.15.1 Employees who have taken leave under this Article, Part I Paid Leave, Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.
- 9.15.2 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

## **ARTICLE 10: PERFORMANCE EVALUATION**

- 10.1 Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position.
- 10.2 The Employer will evaluate employee work performance according to established work standards and performance elements derived from an employee's position description and shall include the regular and recurring duties assigned to the employee. Employee performance evaluations are conducted pursuant to NAC 284.468 to 284.480.
- 10.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date. Performance ratings are as follows: Exceeds Standards; Meets Standards and Does not Meet Standards. Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months. Employees will receive copies of each performance report and official copies will be placed in the Central Records Personnel File, and copies may be maintained in the Supervisor File and the employee's Department or Division Personnel File for reference.
- 10.4 If an annual performance evaluation is not completed and reviewed with the employee, the employee's performance for that year will be deemed "meets standards."

### **10.5 COACHING & COUNSELING**

- 10.5.1 To address performance issues that may arise in a timely manner, discussions between the employee and the supervisor will occur throughout the evaluation period. Performance problems will be brought to the attention of the employee as soon as practicable to give them the opportunity to receive any needed additional training and/or to correct the problem before it is mentioned in an annual performance evaluation.
- 10.5.2 Coaching & Counseling gives supervisors an opportunity to discuss performance elements and standards, expectations, and performance outcomes with their employees in a non-punitive setting; however, Coaching & Counseling documentation may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 10.5.3 Coaching & Counseling sessions will only be used to assess and review performance with regard to work standards, performance elements, and performance outcomes and to provide support to employees so that skills and abilities can be aligned with work standards.
- 10.5.4 Coaching & Counseling sessions will be documented in the Supervisor File.

### **10.6 LETTERS OF INSTRUCTION**

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

- 10.6.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 10.6.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.
- 10.6.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

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

- 10.7.1 If an employee is having documented performance issues or a singular issue is deemed serious enough, a meeting may be held between the Department or Division supervisor and the employee. A plan should include a clear identification of the issue(s) and outline performance and/or conduct goals, that are measurable and attainable.
- 10.7.2 A copy of the executed, signed, and/or acknowledged PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.
- 10.7.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

#### ***10.8 PERFORMANCE EVALUATION REVIEW***

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

### **ARTICLE 11: RECORDS MANAGEMENT**

- 11.1 The Employer has the authority to maintain secure files on each employee.
- 11.2 An employee may examine their own file(s) by contacting their Department or Division Human Resources Office for their Department or Division file(s) and/or the appropriate Central Records Unit for their central records file.

- 11.3 The Employer will provide access to the file(s) as soon as possible but not more than ten (10) working days from the date of the request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.
- 11.4 Written authorization from the employee is required before any representative of the employee will be granted access to the employee's file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable, and the responses shall be included at the employee's request.
- 11.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the DHRM Central Records website.

#### **11.6 FILE TYPES**

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

##### 11.6.1.1 Medical File

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

##### 11.6.1.2 Payroll File

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

##### 11.6.2 Personnel Files

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

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

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

##### 11.6.3 Supervisor File

11.6.3.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or a Last Chance Agreement (LCA). Employees may request to review the Supervisor File and make copies of any documentation contained therein.

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

##### 11.6.4 Training File

- 11.6.4.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of or review their training record at any appropriate time. The Employer will provide either a hard copy or electronic access to the employee's training record. If an employee provides documentation to the Employer of completed work-related training, it will be recorded in the training record maintained in the employee's Training File. Employees may receive a copy of their training file or review their training file at any appropriate time.

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

- 11.7.1 A Letter of Instruction or a Performance Card is not considered part of the progressive discipline process. A Letter of Instruction or Performance Card will be considered for the purposes of evaluating whether disciplinary action is warranted for no longer than twelve (12) months from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction or Performance Card. Letters of Instruction and Performance Cards will therefore be removed upon request after twelve (12) months with no similar violations.
- 11.7.2 A Documented Verbal Warning will be considered for the purposes of evaluating further disciplinary action for no longer than twelve (12) months from the date of issuance, unless further discipline results from similar violations. Documented Verbal Warnings will therefore be removed upon request after twelve months (12) with no similar violations.
- 11.7.3 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations. Written Reprimands will therefore be removed upon request after twenty-four (24) months with no similar violations.
- 11.7.4 Suspensions of one (1) day to ten (10) days may be considered no longer than three (3) years from the date of issuance, so long as the employee has not committed further violations of a similar nature. Suspensions of one (1) day to ten (10) days will therefore be removed upon request after three (3) years with no similar violations.
- 11.7.5 Suspensions of eleven (11) to thirty (30) days or demotions may not be considered for purposes of evaluating further disciplinary action no later than five (5) years, so long as the employee has not committed further violations of a similar nature. Suspensions of eleven (11) to thirty (30) days or demotions shall be removed upon request after five (5) years with no similar violations.
- 11.7.6 Suspensions of any length, and demotions related to unlawful discrimination or harassment shall be considered for the purposes of evaluating further disciplinary action in all cases.

## **11.8 CONFIDENTIALITY**

- 11.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for disclosure in accordance with Federal and State law.
- 11.8.2 Documents may be removed from an employee's Personnel Files as part of a grievance settlement agreement or arbitration award. When documents are removed from an employee's Personnel Files pursuant to this Article, they shall not be considered in connection with any future personnel action involving the affected employee.

## **11.9 PUBLIC RECORDS**

- 11.9.1 The DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request. Pursuant to NRS 289.025, a Peace Officer's photograph and home address are confidential with certain exceptions. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the Internal Revenue Service. For the purposes of public inspection, the roster may exclude information deemed confidential related to employees in law enforcement Classifications.

## **ARTICLE 12: DISCIPLINE**

- 12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline an employee without Just Cause as defined in this Agreement.
- 12.2 The State recognizes the rights of Peace Officers under Chapter NRS 289.
- 12.3 Employees are required to comply with all applicable federal, State, Department or Division rules, regulations, policies, and established prohibitions. Failure to comply may result in employee discipline.
- 12.3.1 When discipline is necessary, a progressive disciplinary model will be used.
- 12.3.2 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.
- 12.3.3 An employee serving a Trial Service Period, shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

### **12.4 PROGRESSIVE DISCIPLINE**

- 12.4.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
- 12.4.1.1 Documented Verbal Warning
  - 12.4.1.2 Written Reprimand
  - 12.4.1.3 Suspension Without Pay
  - 12.4.1.4 Demotion.
  - 12.4.1.5 Dismissal (Termination) from State service.
- 12.4.2 It is agreed that consistent with the principles of Just Cause, as defined in this Agreement, the Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, consistent with principles of Just Cause, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.
- 12.4.3 Off-duty conduct will not be subject to discipline without showing a real and substantial nexus to the workplace.

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

- 12.5.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.
- 12.5.2 In the event an employee continues to have documented disciplinary issues after being subject to corrective action and progressive discipline, the Appointing Authority, or their designee, may at their sole discretion, elect to enter into an LCA for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.
  - 12.5.2.1 An LCA shall specifically identify any and all action or reasonably related conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.
  - 12.5.2.2 A copy of the executed, signed, and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File, the employee's Department or Division Personnel File, and will be forwarded to the appropriate Central Records Unit.
  - 12.5.2.3 In the event the Appointing Authority, their designee, determines the LCA has been violated, an employee may still avail themselves of Grievance Procedure, beginning at Step 4 – Arbitration. However, the grievance is limited to the issue of whether or not the employee violated the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

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

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

## **12.7 INVESTIGATIONS**

- 12.7.1 The Employer has the authority to conduct an administrative investigation into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.
  - 12.7.1.1 All criminal convictions or guilty pleas are subject to a new administrative investigation.
- 12.7.2 If an employee receives a Reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.
- 12.7.3 No member of the bargaining unit shall be permitted to conduct any administrative investigation of another member of the bargaining unit. Administrative investigations of members of the bargaining unit will be supervised and conducted by Peace Officers.

- 12.7.3.1 A Lieutenant from another DHHS facility may conduct administrative investigations on other Peace Officers in the Department.
- 12.7.4 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025). A Peace Officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.
- 12.7.5 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.
- 12.7.6 No employee will be questioned without being given the protections of Garrity. Prior to any interrogation or investigatory interview, the employee and their representative(s) shall be afforded an opportunity to review the incident report(s), initial reports related to the incident, and all video, photographic, and/or audio evidence of the incident in the possession of the investigator. Witness names and identifying information may be redacted from the incident report(s).
- 12.7.7 Employees have a statutory right to engage in concerted activity, and employees under investigation and witness employees will not be given any active investigation or confidentiality admonishments other than the following which is agreed upon by the parties:
- 12.7.7.1 You are hereby directed not to contact any employees, unless they are persons with designated Departmental authority, involved in this administrative investigation for purposes of discussing anticipated testimony or otherwise improperly influencing another's testimony until the conclusion of the investigation. Designated Departmental authority includes anyone assigned to investigate the allegations or adjudicate the case, including their chain of command, and the employee's representative(s) of choice, as allowed by NRS 289.080.
- 12.7.8 An administrative investigation that could lead to disciplinary action against the alleged employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41, Specificity of Charges, form within one hundred twenty (120) calendar days after the employee's initial investigatory interview. The hundred and twenty (120) day period shall be tolled by the number of days the employee is out on FMLA or deployed with the military.

## **12.8 ADJUDICATION OF ALLEGATIONS**

- 12.8.1 Adjudications are based upon a review of the completed investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation.
- 12.8.2 The Department Director, or their designee, will make a finding, consistent with the Just Cause standard, for each allegation and that finding should fall into one of the following categories of disposition:
- 12.8.2.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.
- 12.8.2.2 Not Sustained - Investigation produced insufficient evidence or information to clearly prove or disprove the alleged act. This category is justified when there is a lack of witnesses or other lack of objective and persuasive proof.
- 12.8.2.3 Exonerated - The conduct or act occurred but was justified, legal and proper.

- 12.8.2.4 Unfounded - The alleged act did not occur.
- 12.8.2.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.
- 12.8.3 If no disciplinary action is to be taken, the employee will be noticed that the investigation is complete, and no disciplinary action will be imposed.

## **12.9 PRE-DISCIPLINARY HEARING**

- 12.9.1 If, following an investigation, an Appointing Authority, or their designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing before the proposed action must be followed.
- 12.9.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Hearing must be scheduled to take place not earlier than seven (7) business days after the HR-41 is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular working day for the employee. The Pre-Disciplinary Hearing shall be scheduled or re-scheduled as reasonably necessary so as to permit the employee to have their representative(s) present.
- 12.9.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted, or dismissed from service before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.
- 12.9.4 The Appointing Authority, or their designee, will conduct the Pre-Disciplinary Hearing. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or their designee, will render the final decision.
- 12.9.5 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may review the investigative file pursuant to NRS 289.057(3)(a) and submit a response. The Department/Division must consider any such response before punitive action is imposed against the employee.
- 12.9.6 The employee may request Administrative Leave with pay for up to sixteen (16) hours to prepare for a Pre-Disciplinary Hearing regarding a suspension, demotion, or dismissal from service.
- 12.9.7 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend. The employee may respond both verbally and in writing at the Pre-Disciplinary Hearing.
- 12.9.8 The employee must be given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

## **12.10 GRIEVANCES OF DISCIPLINARY ACTION**

- 12.10.1 Within ten (10) business days, an employee may file a grievance relative to disciplinary action under the Grievance Procedure or file an appeal in accordance with NRS 284.390.
- 12.10.2 Once an employee has properly filed a grievance under the Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

## ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for dispute resolution.
- 13.2 A Grievance is defined as any dispute that arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement including but not limited to:
  - 13.2.1 Compensation;
  - 13.2.2 Working hours;
  - 13.2.3 Working conditions;
  - 13.2.4 Union membership;
  - 13.2.5 The administration and interpretation of this Agreement;
  - 13.2.6 The applicability of any provision of NAC Chapter 284.
  - 13.2.7 The inconsistent application of policies or procedures relating to the employee's employment;
  - 13.2.8 The imposition of discipline; or
  - 13.2.9 Other adverse employment actions.
- 13.3 The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:
  - 13.3.1 Allegations of discrimination or sexual harassment.
  - 13.3.2 A change in classification or the allocation of positions (NRS 284.165)
  - 13.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
  - 13.3.4 A denial of Catastrophic Leave (NRS 284.3629)
  - 13.3.5 Reprisal or retaliatory action against a State Officer or employee who discloses improper governmental action (NRS 281.641)
- 13.4 Informal resolution of disputes is encouraged before the parties' resort to the formal grievance procedure.
- 13.5 Employees within bargaining unit "N" have the right to present grievances to the Executive Department at any time and to have those grievances adjusted without the intervention of the exclusive representative if:
  - 13.5.1 The exclusive representative is given an opportunity to be present at any meetings or hearings related to the adjustment of the grievance and provided a copy of the adjustment of the grievance; and,
  - 13.5.2 The adjustment of the grievance is not inconsistent with the provisions of this CBA or any supplemental bargaining agreement then in effect.

- 13.6 Except in the case of disciplinary actions, grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within ten (10) business days after the effective date of the discipline at the step set forth in Article 12, Discipline.

### **13.7 FILING AND PROCESSING A GRIEVANCE**

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

- 13.7.2 The LRU will provide the Union with a list of unresolved grievances filed in the reporting system weekly. The Union may request copies of any grievance and responses filed by an employee from the LRU.

#### **13.7.3 Non-Disciplinary Grievances**

##### **13.7.3.1 Step 1 – Supervisor (Associate Warden or DHHS equivalent)**

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

##### **13.7.3.2 Step 2 - Warden or Division Administrator**

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

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

##### **13.7.3.3 Step 3 - Department Director**

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

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

##### **13.7.3.4 Step 4 - Arbitration**

- 13.7.3.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director their designee.
- 13.7.3.4.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.
- 13.7.3.4.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.
- 13.7.3.5 **Disciplinary Grievances**
  - 13.7.3.5.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1-Supervisor level.
  - 13.7.3.5.2 Grievances of Written Reprimands will be filed at the Step 2 - Warden level.
  - 13.7.3.5.3 Grievances of a suspension, demotion or termination shall be filed at the Step 4- Arbitration.
  - 13.7.3.5.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

### **13.8 ARBITRATION PROCEDURE**

- 13.8.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.
- 13.8.2 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The arbitrators award shall be in writing, and shall be final and binding.
- 13.8.3 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties except as in Article 13, Grievance Procedure. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.

- 13.8.4 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case or an appeal under NRS 284, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
- 13.8.5 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.
- 13.8.6 Failure to Meet Timelines
- 13.8.6.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.
- 13.8.6.2 Failure by the Employer to comply with the timelines in this Article will entitle the grievant or their representative, if any, to move the grievance to the next step of the grievance procedure in this Agreement.
- 13.8.7 Expedited Arbitration Procedure
- 13.8.7.1 In the event both the Employer and the employee or their representative, if any, agree this expedited arbitration procedure may be utilized.
- 13.8.7.2 The expedited arbitration will be used for any arbitration involving a Written Reprimand or lower levels of disciplinary or corrective action.
- 13.8.7.3 Expedited arbitration shall be limited to one day.
- 13.8.7.4 Each side will have an equal amount of time to present their case, but such time shall be limited such that the arbitrator has an opportunity to deliberate and reach a decision that day.
- 13.8.7.5 There shall be no post hearing briefs.
- 13.8.7.6 The arbitrator will announce their opinion orally that day.
- 13.8.7.7 Thereafter, the opinion will be reduced to a brief writing agreed upon by the parties and signed by the arbitrator. Expedited arbitration decisions shall not constitute, nor be used as, bargaining unit precedent.
- 13.8.8 Miscellaneous
- 13.8.8.1 Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.
- 13.8.8.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of both parties.
- 13.8.8.3 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

## **ARTICLE 14: UNION/MANAGEMENT DISPUTE RESOLUTION**

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

#### **14.2 THE EXECUTIVE DEPARTMENT**

14.2.1 The State of Nevada, also referred to as the "Employer" or the "State," has designated the Division of Human Resource Management, Labor Relations Unit (DHRM LRU or LRU) as its representative concerning all collective bargaining matters with all certified units on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under NRS Chapter 288. As the employees covered by this Agreement span multiple Departments and Divisions, no single Department or Division has the authority to engage on collective bargaining matters absent the involvement and/or approval of the LRU.

#### **14.3 THE UNION**

14.3.1 Unit N has designated the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21, as their exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit N under NRS Chapter 288.

#### **14.4 DISPUTE RESOLUTION**

14.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to:

14.4.1.1 Employer: to LRU at laborrelations@admin.nv.gov; or

14.4.1.2 Union: to FOP, at lunkwitzfop21@yahoo.com.

14.4.2 The Employer and the Union agree that the Union is not precluded from communicating directly with Departments or Divisions to foster and support Union/Management relations. However, any such communications are not to be considered formal collective bargaining communications for the purposes of this agreement.

#### **14.5 UNION GRIEVANCES**

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

14.5.2 The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of a provision(s) of this Agreement prior to the filing of any formal complaints with an administrative or judicial body, such as the EMRB or a Court.

14.5.3 In the event the Employer and the Union cannot, through meeting and conferring, resolve an issue with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure of this Agreement outlined in Section 13.8.

14.5.4 A copy of any grievance filed with the LRU shall be submitted to the Department or Division within which the grievance originated, if any.

#### **14.6 SUCCESSOR CLAUSE**

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

### **ARTICLE 15: UNION RIGHTS**

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

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

15.1.2 It is the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status. There shall be no discrimination against an employee's lawful participation or non-participation in union activities.

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

15.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.

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

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

15.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, and attending grievance hearings and conferences.

15.3.2 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least three (3) business days prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

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

15.3.4 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

#### **15.4 BULLETIN BOARDS**

15.4.1 The Employer will provide space on bulletin boards for Union communication.

15.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.

- 15.4.3 The website www.fopncol21.com, and any associated websites such as www.fop.net, will be accessible on State-owned computers.
- 15.4.4 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.
- 15.4.5 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.
- 15.4.6 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 15.4.7 Union communications will not be posted in any other location on Department or Division premises.
- 15.4.8 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

**15.5 USE OF STATE FACILITIES & EQUIPMENT**

**15.5.1 Meeting Space & Facilities**

- 15.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings, subject to the Department's or Division's policy, availability of the space, and prior written authorization of the Employer.
- 15.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

**15.5.2 Supplies & Equipment**

- 15.5.2.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of a telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.

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

- 15.5.3.1 Employees may use State-operated email to request Union representation.
- 15.5.3.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:
  - 15.5.3.2.1 Result in little or no cost to the Employer;
  - 15.5.3.2.2 Be brief in duration and seldom in frequency;
  - 15.5.3.2.3 Not interfere with the performance of their official duties;
  - 15.5.3.2.4 Not distract from the conducting of State business;
  - 15.5.3.2.5 Not disrupt other State employees;
  - 15.5.3.2.6 Not obligate receiving employees to make a personal use of State resources;
  - 15.5.3.2.7 Not compromise the security or integrity of State information or software, and;

- 15.5.3.2.8 Not include general communication and/or solicitation with employees.
- 15.5.3.3 The Union and its Stewards will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Commission or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

## **15.6 UNION STEWARDS**

- 15.6.1 Employees selected by the Union to act as Union representatives shall be known as "Stewards." The names of employees selected as Stewards and the names of Union Representatives who may represent employees shall be submitted in writing to the DHRM Labor Relations Unit (LRU) by the Union. The Employer will not recognize an employee as a Union Steward if their name is not on this notice.
- 15.6.2 The Union shall notify the DHRM LRU of any changes within twenty (20) business days.
- 15.6.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not interfere with the performance of their official duties and will not be unreasonably denied.
- 15.6.4 Representational duties will be coded to Union Leave on the Union Steward's timecard.

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

- 15.7.1 Union members may be allowed to access Union Leave, or Leave Without Pay, to attend Union-sponsored meetings, training sessions, conferences, and conventions, as well as representative duties. Time away from work for these activities must be approved in advance and in writing by their Department or Division.
- 15.7.2 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.
- 15.7.3 The Union will provide the Department or Division and the DHRM Administrator, or designee, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but not less than fourteen (14) calendar days prior to the activity.
- 15.7.4 Effective July 1, 2025, and every July 1 thereafter, the Union will have a pool of one thousand (1,000) hours per fiscal year to draw from for Union Leave. The pool of hours does not roll over from fiscal year to fiscal year.
- 15.7.5 The Union will provide training to current Union Stewards within the bargaining unit. The Employer will provide eighty (80) hours of release time for Union Steward training. The training will be considered time worked for those Union Stewards who attend the training during their scheduled work shift. Union Stewards who attend the training during their non-work hours will not be compensated. Scheduling for Union Steward training must not cause an undue hardship on the staffing of the Facilities. Union Stewards who attend training will have their shift hours adjusted as necessary.

## **15.8 UNION LEAVE**

- 15.8.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.
- 15.8.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.
- 15.8.3 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.
- 15.8.4 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRMLRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.
- 15.8.5 Union Representatives, Union Stewards, or other Union-designated employees covered under this Agreement shall have the opportunity to attend formal new employee orientation sessions conducted by the Employer for thirty (30) minutes to introduce new employees to the Union. The Employer will provide as much notice of the formal new employee orientation sessions as is practicable.
- 15.8.6 In the event the Employer does not hold a formal orientation within thirty (30) calendar days of the initial employment of an employee, the Union shall be provided with the name of new employee(s) in job classifications covered under this Agreement and their duty location. The Union shall have an opportunity to meet with the employee(s) for thirty (30) minutes during the workday to introduce the employee(s) to the Union, subject to approval by the Department or Division and shall not interfere with the operational needs of the Department or Division.
- 15.8.7 The Employer will provide access to Union materials to new employees.

## **15.9 INDEMNIFICATION**

- 15.9.1 The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for any and all issues related to any Union activity that is not a representational duty.

## **ARTICLE 16: UNION FEES**

### **16.1 NOTIFICATION TO EMPLOYEES**

- 16.1.1 The Employer will inform new, transferred, promoted, or demoted employees in writing prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive representation status.
- 16.1.2 The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

## **16.2 UNION FEES DEDUCTIONS**

- 16.2.1 Deductions for Union Fees are strictly voluntary.
- 16.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet.
- 16.2.3 The Union will provide the designated pay center for the employee's Department or Division with the percentage and/or maximum dues amount to be deducted from the employee's paycheck.
- 16.2.4 Within thirty (30) working days of receipt of the completed and signed membership forms sent by the Union to the Employer, the Employer will deduct from the employee's paycheck an amount equal to the fees required to be a member of the Union.
- 16.2.5 If there is any change in the amount to be deducted for Union Fees as voted on by FOP Nevada, C.O., Lodge 21, members, the Union will notify the Employer within thirty (30) working days.
- 16.2.6 In the event an employee disputes or contests payroll deductions for Union Fees, the Employer will notify the Union via email to [whittakerfop21@yahoo.com](mailto:whittakerfop21@yahoo.com) of such disputes prior to taking any action. The Union will respond as soon as practicable but no later than within seven (7) working days.
- 16.2.7 Should the Union not provide proof of membership within seven (7) working days, the State will cease Union Fees deductions as soon as practicable. The Union Fees owed during the period of non-deduction must be settled exclusively between the Union and the employee.

## **16.3 STATUS REPORTS**

- 16.3.1 Union Fees
  - 16.3.1.1 The Employer will provide the Union a report in electronic format each month detailing the Union Fees remittance containing the following information for employees that have Union Fees deducted from their paycheck:
    - 16.3.1.1.1 Employee name.
    - 16.3.1.1.2 Employee job title.
    - 16.3.1.1.3 Department and Division.
    - 16.3.1.1.4 Official duty station or work site.
    - 16.3.1.1.5 Work phone number.
    - 16.3.1.1.6 Work email address.
    - 16.3.1.1.7 Date of hire.
    - 16.3.1.1.8 Pay grade.
    - 16.3.1.1.9 Pay step.
    - 16.3.1.1.10 Seniority date.
    - 16.3.1.1.11 Separation date.
- 16.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 16.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

## **16.4 REVOCATION**

- 16.4.1 An employee may revoke their authorization for payroll deduction of Union Fees deductions by written request to the Union in accordance with the terms and conditions of their signed membership deduction paperwork.
- 16.4.2 The Union will notify the LRU within thirty (30) days of all revocations.
- 16.4.3 Upon receipt by the Employer of notification from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the receipt of the revocation notice.

## **16.5 INDEMNIFICATION**

- 16.5.1 The Union shall indemnify, hold harmless, and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, regarding payroll deductions for Union Fees, or arising out of any breach of the obligations of the Union, or any alleged negligent or willful acts or omissions of the Union, its Officers, employees, and agents. The Union's obligation to indemnify the State shall apply in all cases. The Union waives any rights of subrogation against the State. The Union's duty to defend begins when the State requests defense of any claim arising from this provision.
- 16.5.2 The State agrees not to honor any check-off authorizations or Union Fees deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

## **16.6 BARGAINING UNIT INFORMATION**

- 16.6.1 The Union may request information in accordance with NRS 288.500(6) for bargaining unit employees including data that is maintained in the ordinary course of business. The Employer shall provide a response to the Union within thirty (30) calendar days. Information provided in response to the Union's request will include the following for any employee in a job classification covered under this Agreement:
  - 16.6.1.1 Name
  - 16.6.1.2 Date of Hire
  - 16.6.1.3 Department
  - 16.6.1.4 Work Location
  - 16.6.1.5 Job Classification
  - 16.6.1.6 Pay Rate
  - 16.6.1.7 Pay Grade and Step
  - 16.6.1.8 Phone Number (both home and cell)
  - 16.6.1.9 Personal and Work Email
  - 16.6.1.10 Work Telephone Number
  - 16.6.1.11 Status as of the most recent pay period
  - 16.6.1.12 Continuous State Service
- 16.6.2 The above information will be provided in electronic form.

## **ARTICLE 17: SAFETY AND HEALTH**

### **17.1 GENERAL PROVISIONS**

- 17.1.1 The Employer and the Union agree that safety is an integral part of the responsibilities of every manager, supervisor, and employee and that the Employer, employees, and the Union through the Safety Committee, all have a significant responsibility to implement and maintain appropriate workplace safety and health standards. Safety management exists to assist managers, supervisors, and employees in the better performance of their duties. Employees, supervisors, and managers shall comply with all safety rules, regulations, and practices as may be prescribed in order to provide safe working conditions.
- 17.1.2 Employees and the Employer are expected to comply with all established safety and health practices and standards.
- 17.1.3 Employees and the Employer will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.
- 17.1.4 For all employees covered by this Agreement, the Employer shall provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and for the Nevada Peace Officer Standards & Training (POST) for Category III Peace Officer, to include the following:
  - 17.1.4.1 Providing safe and healthy working conditions and practices;
  - 17.1.4.2 If conducive to the work being performed, providing a clean and safe area for employee meal breaks and rest periods;
  - 17.1.4.3 Providing appropriate health and safety training;
  - 17.1.4.4 Providing employees with adequate information on communicable diseases, infestations or hazards when the Employer reasonably should have known about those communicable diseases, infestations or hazards to which employees may have routine exposure; and
  - 17.1.4.5 Maintaining State-owned fleet vehicles and equipment.
- 17.1.5 The Employer may direct employees to use leave in accordance with Article 9, Leave, Sick Leave, when they self-report a contagious health condition.
- 17.1.6 The Employer may direct employees to use Administrative Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow employees to seek appropriate testing and treatment.

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

- 17.2.1 The Employer will provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients in accordance with safety standards established by the OSHA, and NOSHA.
- 17.2.2 The Employer will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use as required by Federal, State, and local guidelines including OSHA, and NOSHA standards. Employees will abide by all requirements set forth by the Employer for using safety devices, PPE, and safety apparel provided for their safety.

- 17.2.3 The Employer will follow its policies and procedures regarding safety and POST academy training for all employees.
- 17.2.4 The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, and the Employer's Risk Management Division requirements.

### **17.3 SAFETY COMMITTEES**

- 17.3.1 Safety Committees are intended to provide a safe working environment and are a forum for the Employer, employees, and the Union to communicate and facilitate the development and active maintenance of solutions to address issues that arise relative to the safety of the working environment.
- 17.3.2 Safety Committees will be made up of representatives from the Employer, employees, and the Union. The Union will be responsible for appointing representatives from their certified units to each Department or Division committee. If the Union fails to appoint a Safety Committee member, the Safety Committee can operate without a Union member.
- 17.3.3 Employees appointed to a Safety Committee will be required to obtain written approval from their supervisor for attendance at such meetings. Such requests shall not be unreasonably denied.
- 17.3.4 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program through the Risk Management Division. Safety and health concerns should be brought to the appropriate Safety Committee for review, discussion, and possible recommendations for solutions.
- 17.3.5 Safety Committees are responsible for producing a report of their meetings and submitting them to the Risk Management Division.
- 17.3.6 Safety Committee members are responsible for assisting management in the improvement of safety and health in the workplace by:
  - 17.3.6.1 Identifying safety issues and making recommendations to improve safety;
  - 17.3.6.2 Promoting and communicating safety awareness among employees;
  - 17.3.6.3 Conducting and/or reviewing safety inspections at their work locations;
  - 17.3.6.4 Reviewing accident and injury reports;
  - 17.3.6.5 Reviewing work practices;
  - 17.3.6.6 Planning safety activities for their Department or Division;
  - 17.3.6.7 Conducting other activities as outlined in their Department or Division Safety Plan; and,
  - 17.3.6.8 Identifying possible safety training needs within their Department or Division.
- 17.3.7 Safety Committee recommendations will be forwarded to the appropriate Department Director, or designee, and to the Risk Management Division, for review and action, as necessary. The Department Director, or designee, will report follow-up actions or information to the Safety Committee.

### **17.4 ERGONOMIC ASSESSMENTS**

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

## **17.5 ANNUAL PHYSICAL EXAMINATIONS**

- 17.5.1 Employees in these job classifications are required to attend an annual physical appointment pursuant to NRS 617. Annual physicals will be scheduled during working hours. Employees are responsible for compliance with any orders given to them by the certified occupational health physician conducting the annual physical.

## **17.6 AIR & WATER QUALITY ASSESSMENTS**

- 17.6.1 Air and water quality concerns regarding specific work locations will be brought to the appropriate authority. Concerns will be evaluated, and any mitigation actions deemed necessary will be reported to the Union and affected employees.

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

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

## **17.8 CRITICAL INCIDENT STRESS DEBRIEFING**

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

## **17.9 WORKPLACE VIOLENCE**

- 17.9.1 The Employer and the Union agree that the personal safety and health of each employee is of primary importance. To help achieve a safe workplace the Employer and Union agree that all employees will report all incidents of direct or indirect threats of violence or actual violent events to a supervisor. Threats of aggression, homicide, or suicide by a specific person (e.g., clients, patients, co-workers, or members of the public) that do not occur during the normal course and scope of their job duties, will be reported to a supervisor or the appropriate Human Resources Office.
- 17.9.2 Additionally, employees must immediately report restraining orders granted against them, or restraining orders filed by the employee. Any report of a direct or indirect threat and/or actual violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken, if warranted.
- 17.9.3 Active threat awareness and preparedness training is made available to all employees through the Risk Management Division's safety training program.

## **17.10 FIREARMS**

- 17.10.1 No Correctional Sergeant or Lieutenant employed by NDOC shall be required to travel or appear in public on duty, in uniform, without the ability to check out a firearm at their Facility.

# **ARTICLE 18: ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE**

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

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

**18.3 EMPLOYEE ASSISTANCE PROGRAM**

18.3.1 The Employer offers an EAP to all employees. The DHRM is responsible for the administration of the EAP.

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

18.3.3 An employee who elects to participate in the EAP program or to engage in treatment by a mental health professional, may request Administrative Leave with Pay for up to three (3) days to attend EAP appointments and/or traumatic incident related treatment.

**18.4 TOBACCO-FREE WORKPLACE**

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

18.4.2 Use of any type of tobacco on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

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

**ARTICLE 19: REASONABLE ACCOMMODATION**

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

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

**ARTICLE 20: WORKPLACE ENVIRONMENT**

20.1 The Employer and the Union agree that employees should create and work in an environment that fosters mutual respect and professionalism. The parties agree that the workplace environment can have a significant impact on employee productivity, well-being, and furthers the Employer's business operations and needs.

20.2 Inappropriate behavior in the workplace does not serve the Employer, the Union, or the employee. All employees are responsible for contributing to a positive workplace environment.

**20.3 APPEARANCE**

20.3.1 Employees are expected to dress neatly and present a clean appearance. Where a Department or Division has grooming standards or a dress code, employees must comply and maintain these standards.

#### **20.4 SECONDARY EMPLOYMENT**

- 20.4.1 Secondary Employment will be administered in accordance with the Nevada State Administrative Manual 0323.
- 20.4.2 Any employee with secondary employment must complete a Secondary Employment Disclosure form and submit it for approval by the Director. When an employee obtains or has a change in their secondary employment, they must submit a Secondary Employment Disclosure form within 30 days of acceptance and must renew the Disclosure by July 1st of each year. The Director must review the form for conflicts with State employment. Approved forms should be filed in the employee's personnel file.
- 20.4.3 Secondary employment includes but is not limited to contracts with the State, work with temporary employment agencies and provider agreement.

### **ARTICLE 21: DISCLOSURE OF IMPROPER GOVERNMENTAL ACTION**

- 21.1 Nevada law specifically encourages any State Officer or employee to disclose improper governmental action to the extent not prohibited by law. It is the intent of the Legislature to protect an employee's rights should they make such a disclosure. "Improper governmental action" means any action taken by a State Officer or employee in the performance of the Officer or employee's official duties, whether the action is within the scope of employment, which is:
  - 21.1.1 In violation of any State law or regulation;
  - 21.1.2 An abuse of authority;
  - 21.1.3 Of substantial and specific danger to the public health or safety, or;
  - 21.1.4 A gross waste of public money.
- 21.2 State Officers and employees are prohibited by law from using their authority or influence to prevent an employee's disclosure of improper governmental action. "Official authority or influence" includes taking, directing others to take, recommending, processing, or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation, or other disciplinary action.
- 21.3 The Employer takes the disclosure of improper governmental action seriously. If a disclosing employee feels they have experienced any retaliatory action or reprisal because of such a disclosure, the employee must submit a claim of retaliatory action or reprisal on the NPD-53 Appeal of "Whistleblower" Retaliation form.

#### **21.4 FRAUD HOTLINE**

- 21.4.1 The Fraud Hotline is an established hotline number that allows employees to report inappropriate use of State or federal funds by calling the Fraud Hotline at (775) 687-0150.
- 21.4.2 The Employer must post the Fraud Hotline number in conspicuous places in each public building of its Departments and Divisions.

### **ARTICLE 22: POLITICAL ACTIVITY**

- 22.1 Employees may engage in political activity that is not prohibited by State law. Employees may vote as they choose and express their political opinions on any or all subjects without recourse, except that no employee may:
  - 22.1.1 Directly or indirectly solicit, receive, or be in any manner concerned in soliciting or receiving, any assessment, subscription, 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;
  - 22.1.2 Engage in political activity during working hours to improve the chances of a political party or a person seeking office, and;
  - 22.1.3 Engage at any time in political activity in order to secure a preference for a promotion, transfer, or increase in pay.
- 22.2 Employees whose positions are funded through federal grants, contracts or other federal funds are subject to the Hatch Act which prohibits certain types of political activity.
- 22.3 No bargaining unit member will be required to participate in political activity of any nature. No bargaining unit member will be required to be present at any political meeting or event, either on or off duty.

## **ARTICLE 23: STRIKES**

- 23.1 No employee covered by this Agreement shall, in concert with any other person, engage in any strike, stoppage or refusal in the course of employment to perform their assigned duties, withhold, curtail, or restrict their services, or encourage others to do so, or be absent from work upon any pretext or excuse such as illness, which is not founded in fact, or participate in any other intentional interruption of the operations of the State regardless of the reason for so doing. If an employee violates this provision, the Employer may take such action as it may deem appropriate, and which is allowed under the law.

## **ARTICLE 24: ENTIRE AGREEMENT**

- 24.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.
- 24.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.
- 24.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

## **ARTICLE 25: SAVINGS CLAUSE**

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

## **ARTICLE 26: APPROPRIATIONS AND LEGISLATION**

- 26.1 The Parties recognize that certain provisions of this Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations pursuant to NRS 288.560(2)(a).
- 26.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.
- 26.3 The Parties recognize this Agreement governs over any and all applicable legislation approved during the 2023 and 2025 Legislative Sessions regarding compensation and benefits unless otherwise specified in this Agreement.

## **ARTICLE 27: DISTRIBUTION OF AGREEMENT**

- 27.1 The Employer will post the Agreement and any supplemental documentation or updates on the DHRM LRU's Internet page by the effective date of the Agreement.
- 27.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.
- 27.3 The Employer will provide copies of this Agreement necessary to meet any reasonable accommodation, including Braille and large-print copies.

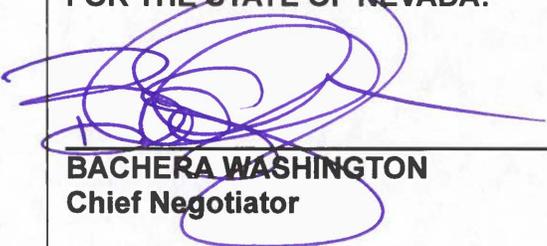
## **ARTICLE 28: TERM OF AGREEMENT**

- 28.1 All provisions of this Agreement will become effective upon the approval of the Board of Examiners and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.
- 28.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS 288.565.

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

**Date of Board of Examiners Approval:**

**FOR THE STATE OF NEVADA:**



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**BACHERA WASHINGTON**  
Chief Negotiator

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**TIFFANY GREENAMEYER**  
Clerk of the Board of Examiners

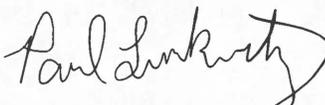
**APPROVED AS TO FORM**



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**JOSH REID**  
Special Counsel – Labor Relations

**For the Union:**

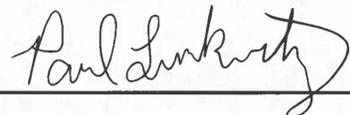


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**Chief Negotiator**

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**APPROVED AS TO FORM**



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# APPENDIX A

Bargaining Units Represented by the Fraternal Order of Police (FOP), Nevada C.O., Lodge 21.

Supervisory Category III Peace Officers (sorted by title code)			
<b>Title Code</b>	<b>Job/Position Title</b>	<b>BU</b>	<b>GRADE</b>
13.310	Correctional Lieutenant	N	41
13.311	Correctional Sergeant	N	39
13.321	Forensic Specialist IV	N	38