



State of Nevada
&
Nevada Police Union (NPU)

UNIT L Supervisory
Collective Bargaining Unit
July 1, 2025 – June 30, 2027

TABLE OF CONTENTS

PREAMBLE.....	7
ARTICLE 1. UNION RECOGNITION	7
ARTICLE 2. DEFINITIONS.....	7
ARTICLE 3. MANAGEMENT RIGHTS	12
ARTICLE 4. HIRING & APPOINTMENTS	12
ARTICLE 5. SENIORITY	12
ARTICLE 6. LAYOFF & REEMPLOYMENT	12
ARTICLE 7. SEPARATION	13
7.1 RESIGNATION	13
7.2 DISABILITY SEPARATION	13
7.3 REINSTATEMENT FROM DISABILITY SEPARATION.....	13
7.4 DISABILITY RETIREMENT	13
ARTICLE 8. LINE OF DUTY DEATH	13
ARTICLE 9. HOURS OF WORK.....	14
9.3 WORK SCHEDULES	14
9.4 MEAL BREAKS.....	14
9.5 REST PERIODS	14
9.6 DAILY WORK SHIFT CHANGES.....	15
9.7 TEMPORARY SCHEDULE CHANGES	15
9.8 PERMANENT SCHEDULE CHANGES	15
9.9 EMPLOYEE-REQUESTED SCHEDULE CHANGES.....	16
9.10 EMERGENCY SCHEDULE CHANGES	16
9.11 SHIFT TRADES	16
9.12 PROBATIONARY PERIOD.....	16
9.13 TRIAL SERVICE PERIOD	16
9.14 TIME REPORTING.....	16
ARTICLE 10. COMPENSATION.....	17
10.2 SALARY PAYMENT	17
10.3 SALARY ADMINISTRATION.....	17
10.4 SALARY RATE UPON PROMOTION	18
10.5 SALARY RATE UPON DEMOTION.....	18
10.6 MERIT PAY INCREASE	18

10.7	DENIAL OF MERIT PAY INCREASE.....	18
10.8	DELAY OF MERIT PAY INCREASE	19
10.9	CALLBACK PAY.....	19
10.10	COMPENSATORY TIME.....	19
10.11	DANGEROUS DUTY PAY	19
10.12	EDUCATION PAY	19
10.13	HOLIDAY PAY	19
10.14	OVERTIME	20
10.15	SPECIAL ADJUSTMENTS TO PAY.....	20
10.16	EQUIPMENT & WEAPONS	21
10.17	EQUIPMENT REPLACEMENT	22
10.18	UNIFORMS.....	22
10.19	UNIFORM REPLACEMENT	23
ARTICLE 11.	LEAVE.....	23
11.1	ADMINISTRATIVE LEAVE	23
11.2	ANNUAL LEAVE	23
11.3	CATASTROPHIC LEAVE	24
11.4	CIVIL LEAVE	24
11.5	COMPENSATORY TIME	24
11.6	HOLIDAYS	24
11.7	MILITARY LEAVE	25
11.8	SICK LEAVE.....	25
11.9	SICK LEAVE ABUSE	25
11.10	UNION LEAVE	26
11.11	WORK-RELATED INJURY LEAVE (WORKERS' COMPENSATION).....	26
11.12	BENEFITS RELATING TO DOMESTIC VIOLENCE.....	26
11.13	BEREAVEMENT LEAVE.....	26
11.14	FURLOUGH LEAVE	26
11.15	LEAVE WITHOUT PAY (LWOP).....	26
11.16	LEAVE OF ABSENCE WITHOUT PAY	27
11.17	FAMILY & MEDICAL LEAVE	27
ARTICLE 12.	WORK PERFORMANCE.....	27
12.6	COACHING AND COUNSELING	27

12.7	LETTERS OF INSTRUCTION.....	28
12.8	PERFORMANCE IMPROVEMENT PLAN (PIP).....	28
12.9	PERFORMANCE EVALUATION REVIEW	29
ARTICLE 13.	RECORDS MANAGEMENT	29
13.6	FILE TYPES.....	30
13.7	RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION	31
13.8	CONFIDENTIALITY.....	31
13.9	PUBLIC RECORDS.....	32
ARTICLE 14.	DISCIPLINE.....	32
14.7	PROGRESSIVE DISCIPLINE	32
14.8	OFF-DUTY CONDUCT.....	33
14.9	LAST CHANCE AGREEMENT (LCA)	33
14.10	DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE	34
14.11	INVESTIGATIONS.....	34
14.12	ADJUDICATIONS OF ALLEGATIONS.....	35
14.13	PRE-DISCIPLINARY HEARING	35
ARTICLE 15.	GRIEVANCE PROCEDURE	36
15.1	GENERAL PROVISIONS	36
15.2	FILING AND PROCESSING A GRIEVANCE	37
15.3	CONTENTS OF A GRIEVANCE & RECIPIENTS OF A GRIEVANCE.....	38
15.4	MODIFICATIONS OF A GRIEVANCE	38
15.5	CONSOLIDATION OF A GRIEVANCE	38
15.6	WHEN A RESOLUTION OF A GRIEVANCE BECOMES BINDING	38
15.7	INFORMAL RESOLUTION OF A GRIEVANCE	39
15.8	INFORMAL MEDIATION.....	39
15.9	WITHDRAWAL OF A GRIEVANCE	39
15.10	GRIEVANCE LEVELS	39
15.11	WITNESS	41
15.12	ARBITRATOR AUTHORITY	41
15.13	ATTENDANCE AT MEETINGS	42
15.14	SUCCESSOR CLAUSE.....	42
15.15	TIMELINES	42
15.16	FAILURE TO MEET TIMELINES.....	42

15.17	GRIEVANCE FILES	43
ARTICLE 16.	MEDIATION	43
ARTICLE 17.	UNION RIGHTS	43
17.1	EMPLOYEE RIGHTS.....	43
17.2	RIGHT TO UNION REPRESENTATIONS	43
17.3	ACCESS FOR UNION REPRESENTATIVES.....	44
17.4	BULLETIN BOARDS.....	44
17.5	UNION STEWARDS.....	45
17.6	INDEMNIFICATION	45
17.7	USE OF STATE FACILITIES & EQUIPMENT	46
17.8	UNION LEAVE & TIME AWAY FROM WORK FOR UNION ACTIVITIES	46
17.9	UNION LEAVE	47
ARTICLE 18.	UNION DUES	48
18.1	NOTIFICATION TO EMPLOYEES	48
18.2	UNION DUES DEDUCTIONS.....	48
18.3	STATUS REPORTS.....	48
18.4	REVOCATION.....	49
18.5	INDEMNIFICATION	49
ARTICLE 19.	SAFETY & HEALTH.....	50
19.1	GENERAL PROVISIONS	50
19.2	PERSONAL PROTECTIVE EQUIPMENT (PPE).....	50
19.3	SAFETY COMMITTEES.....	51
19.4	ERGONOMIC ASSESSMENTS.....	51
19.5	PHYSICAL STANDARDS – CATEGORY I PEACE OFFICERS.....	51
19.6	WORKPLACE VIOLENCE.....	51
ARTICLE 20.	WORKPLACE ENVIRONMENT	51
20.3	APPEARANCE	52
20.4	SECONDARY EMPLOYMENT.....	52
ARTICLE 21.	ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE	52
21.3	EMPLOYEE ASSISTANCE PROGRAM (EAP)	52
21.4	TOBACCO-FREE WORKPLACE.....	52
ARTICLE 22.	REASONABLE ACCOMMODATION	53
ARTICLE 23.	STRIKES	53

ARTICLE 24.	ENTIRE AGREEMENT	53
ARTICLE 25.	SAVINGS CLAUSE	54
ARTICLE 26.	APPROPRIATIONS	54
ARTICLE 27.	TERM OF AGREEMENT	54
APPENDIX A.....		55

PREAMBLE

This collective bargaining agreement (CBA) is entered into on July 1, 2025, referred to as the “Agreement” or “CBA,” is entered into by the State of Nevada, herein to as the “Employer” or the “State” and the NEVADA POLICE UNION, herein referred to as the “Union.” This Agreement is applicable to all eligible employees in collective bargaining unit (L) of the Employer described in Article 1, Union Recognition of this Agreement. It is the intent of the parties to establish employment relations based upon mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Nevada, improve performance results of State government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment , and provide methods for prompt resolution of differences. It is the intent of the parties that this Agreement governs over any applicable legislation regarding compensation and benefits provided to State employees unless otherwise specified in the Agreement.

ARTICLE 1. UNION RECOGNITION

- 1.1 This Agreement covers the employees in the bargaining Units described in Appendix A, titled, “Bargaining Units Represented by the Nevada Police Union.
- 1.2 This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job titles will continue to be used, filled, or maintained by the Employer.

ARTICLE 2. DEFINITIONS

“ADA” is the Americans with Disabilities Act. www.ada.gov

“ADAAA” is the Americans with Disabilities Act, Amendments Act. www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008.

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

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

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

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

“Category I peace officer” is defined in NRS 289.460.

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

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

“Collective Bargaining Agreement (CBA)” This document is known as the Unit L Collective Bargaining Agreement for the State of Nevada and the Nevada Police Union.

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

“Continuous Service” means State service, which is not broken by separation, except for those separations listed in NAC 284.598.

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

“Department” means: 1) a Department in the Executive Branch of State government that is designated as a Department by statute; 2) the Nevada System of Higher Education.

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

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

“Domestic Violence” is defined as in NRS 33.018.

“EAP” is the Employee Assistance Program.

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

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

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

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

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

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

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

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

“Family Member” is defined to include: 1) Child, 2) biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee’s Spouse or registered domestic partner, or a person who stood in

loco parentis when the employee was a minor child; 3) Spouse; 4) registered domestic partner; 5) grandparent; 6) grandchild, and; 7) sibling.

“Field Training Officer (FTO)” is a specially trained and certified Peace Officer responsible for training and evaluating entry level and lateral law enforcement officers.

“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 re scheduled to work a consistent work schedule of forty (40) hours per workweek or eighty (80) hours per pay period.

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

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

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

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

“Immediate family” as defined in NAC 284.5235

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

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

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

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

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

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

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

“National Labor Relations Board (NLRB)” The NLRB is an independent federal agency created to enforce the National Labor Relations Act. www.nlrb.gov

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

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

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

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

“Part-time employee” means 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 for any class held during continuous State service.

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

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

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

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

“Public Employees’ Retirement System for State employees.” www.nvpers.org

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

“Reassignment” means a noncompetitive placement of an employee as a reasonable accommodation to a position within the same salary grade or, if a position in the same salary grade is not available, to a position in a class with lower salary grade from which the employee meets the minimum qualifications and is able to perform the essential functions.

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

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

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

“Rules for State Personnel Administration, republished August 2020.

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

“State Administrative Manual (SAM)”, “State of Nevada Commission on Ethics” www.ethics.nv.gov

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

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

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

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

“Uniformed Services Employment & Reemployment Rights Act (USERRA)”
<https://www.dol.gov/agencies/vets/programs/userra>

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

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

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

“Work Shift” means the hours an employee is scheduled to work each Workday in a Workweek.

“Workweek” is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following Sunday. 1) The official workweek for the purposes of payroll begins on each Monday at 0000 hours and ends at 2359 hours on the following Sunday. 2) NSHE Employees official workweek for the purposes of payroll begins on Sunday at 0000 hours and ends at 2359 on the following Saturday.

ARTICLE 3. MANAGEMENT RIGHTS

- 3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.
- 3.2 The Employer retained all rights of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada Constitution State statutes.

ARTICLE 4. HIRING & APPOINTMENTS

- 4.1 The Employer will perform all hiring and appointments as outlined in NRS 284.205 to NRS 284.330, NRS Chapter 289, NAC 284.295 to NAC 284.411 and NAC Chapter 289.
- 4.2 The Employer and Union agree all agencies with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NAC 289 and allow the examination of an employee's personnel file.

ARTICLE 5. SENIORITY

- 5.1 Seniority shall be based on promotion date within each classification. In the event of a tie, promotional date shall be used, followed by the employee ID Number. Seniority shall be considered for the purposes of scheduling, shift bid, or leave as a "tie-breaking" mechanism when Departments or Divisions are approving or disapproving requests, except for emergencies, operational needs, or safety. Both parties understand that a tie breaker may not be applicable to every request.
- 5.2 Departments may assign staff to shifts based on training, experience, and special assignments to ensure best practices and public safety. The Employer has the right to reassign employees to shift assignments as required due to operational need and cross-training.

ARTICLE 6. LAYOFF & REEMPLOYMENT

- 6.1 The Employer and the Union agree to follow the provisions set forth in NAC 284.612 to 284.632, et. seq., regarding layoff and reemployment.
- 6.2 In the event of layoffs or a reduction in force, permanent employees will be laid off according to seniority within the classifications being reduced, starting with the least senior employee.
- 6.3 Employees shall be given the opportunity to transfer in lieu of layoff, to any positions within their current job classification, and more senior than the least senior employee, or to take a voluntary demotion to any vacant positions for which they are qualified within their Department or Division.
- 6.4 For purposes of this Article, seniority of permanent employees shall commence on the date of hire and include any break in service, as defined in NAC 284.598.

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

ARTICLE 7. SEPARATION

7.1 RESIGNATION

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

7.2 DISABILITY SEPARATION

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

7.3 REINSTATEMENT FROM DISABILITY SEPARATION

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

7.4 DISABILITY RETIREMENT

- 7.4.1 Employees with five (5) or more years of service and who have been certified by a treating physician that they are unable to perform the essential functions of their position due to disability may choose to exercise their right to retire from service under the Public Employees' Retirement System of Nevada (PERS) with a Disability Retirement. The PERS Disability Retirement benefit allows employees with a disability to retire without penalty prior to their projected service retirement date.
- 7.4.2 Employees who choose Disability Retirement must apply to PERS for their benefit before they separate from State service. Applications for Disability Retirement can be obtained at www.nvpers.org.

ARTICLE 8. LINE OF DUTY DEATH

- 8.1 In recognition of the services Category I Peace Officers provide, in the event that a Category I Peace Officer is killed in the line of duty, the State agrees to reimburse the employee's estate for costs up to a maximum of twenty thousand dollars (\$20,000) for memorial services, funeral services, and interment related expenses.
- 8.2 The employee's estate will also receive payment for all accrued Annual Leave, Compensatory Time, and accrued Sick Leave.

ARTICLE 9. HOURS OF WORK

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

9.2 Employees are also required to comply with Department or Division policies, Standing Orders (SO's), or Administrative Regulations, as amended, with respect to their hours of work.

9.3 WORK SCHEDULES

9.3.1 The official workweek for the purposes of payroll begins on each Monday at 0000 hours and ends at 2359 hours on the following Sunday.

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

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

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

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

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

9.3.3.4 A forty (40) hour per Workweek variable and flexible schedule.

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

9.4 MEAL BREAKS

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

9.4.2 Employees covered under this Agreement shall be entitled to take a sixty (60) minute paid Meal Break.

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

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

9.5 REST PERIODS

- 9.5.1 The Employer and the Union agree to Rest Periods that vary from and supersede the Rest Period requirements of federal and state law.
- 9.5.2 Employees will be allowed one (1) Rest Period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest Periods do not require relief from duty.
- 9.5.3 Rest periods will be paid.
- 9.5.4 Where the nature of the work allows employees to take intermittent Rest Periods equivalent to fifteen (15) minutes for each one-half (1/2) shift of three (3) hours or more, scheduled Rest Periods are not required.
- 9.5.5 Rest Periods may not be used for late arrival or early departure from work and Rest Periods and Meal Breaks will not be combined.

9.6 DAILY WORK SHIFT CHANGES

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

9.7 TEMPORARY SCHEDULE CHANGES

- 9.7.1 An employee's Workweek and/or work schedule may be temporarily changed with prior notice from the Employer.
- 9.7.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. An employees will receive fourteen (14) calendar days' written notice of any temporary schedule change absent exigent circumstances. The day that notice is given is considered the first day of notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer. The employee and employer may mutually agree to waive the fourteen (14) calendar day notice. Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer.

9.8 PERMANENT SCHEDULE CHANGES

- 9.8.1 An employee's Workweek and work schedule may be permanently changed with prior notice from the Employer.
- 9.8.2 An employee will receive twenty-one (21) calendar days' written notice of a permanent schedule change, which will include the reason for the schedule change. The day notice is given is considered the first day of notice. Employees will be chosen for permanent schedule changes based on skills and abilities to perform the duties required by the Employer. During that notice period, the employee may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.
- 9.8.3 Voluntary adjustments in the hours of work of daily shifts during a Workweek do not constitute a permanent schedule change.

9.9 EMPLOYEE-REQUESTED SCHEDULE CHANGES

- 9.9.1 An employee may make a "flex request" wherein they ask for a flexible start or end time to their shift on a specific day. The Department or Division may approve or disapprove such request based on operational need.
- 9.9.2 An employee's workweek and work schedule may be changed at their request and with the Employer's approval. The Employer's business and customer service needs are met, and no overtime expense is incurred.

9.10 EMERGENCY SCHEDULE CHANGES

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

9.11 SHIFT TRADES

- 9.11.1 Qualified employees in the same work area may mutually agree to trade a shift within the established schedule as long as no overtime is created. Such trade must be mutually agreed upon in writing by the employees and a request for approval must be given to the supervisor prior to the effective date of the trade. Such approval shall not be unreasonably denied. If an employee does not possess the required skills and abilities to work on the particular shift assignment the shift trade request will be denied.

9.12 PROBATIONARY PERIOD

- 9.12.1 The Probationary Period for bargaining unit positions shall be twelve (12) months from their date of hire and, upon completion, employees will have one (1) year equivalent full-time service. A probationary employee who transfers or promotes from one class to another class must serve a new Probationary Period. Once an employee attains Permanent Status, they shall not be required to serve another.

9.13 TRIAL SERVICE PERIOD

- 9.13.1 An employee with Permanent Status who is promoted or voluntarily accepts a transfer into a job classification for which they have not previously attained permanent status will serve a Trial Service Period of twelve (12) months. Employees serving in a promotional or voluntary Trial Service Period will be restored according to NAC Chapter 284.458

9.14 TIME REPORTING

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

- 9.14.2 Employees working an Overtime assignment will have the choice between paid Overtime and Compensatory Time. All Overtime assignments must be pre-approved unless an unpredictable circumstance and/or emergency prevents prior approval and communication. If paid Overtime is unavailable due to budget constraints, employees who have agreed to work for Compensatory Time in lieu of paid Overtime will be offered Overtime assignments. An employee will not be retaliated against or punished for refusing to work for Compensatory Time.
- 9.14.3 "Off-the-clock" work is prohibited and failure to accurately record working time is grounds for discipline. Employees will accurately report time worked in accordance with the time reporting process as determined by the Department or Division.

ARTICLE 10. COMPENSATION

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

10.2 SALARY PAYMENT

- 10.2.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employee pay rates are set within a salary grade at a specific step.
- 10.2.2 Appendix A, "Salary Schedules for Bargaining Unit L" details the salary schedule for employees covered under this Agreement.
- 10.2.3 Effective July 1, 2025, the salary schedule for Bargaining Unit L will reflect an increase of three percent (3%)
- 10.2.4 Effective July 1, 2026, the salary schedule for Bargaining Unit L will reflect an increase of three percent (3%).
- 10.2.5 For the contract term of July 1, 2025, through June 30, 2027, employees covered under this Agreement will receive retention incentives of two thousand dollars (\$2,000.00) per fiscal year. These retention incentives will be distributed in four equal installments throughout the fiscal year, beginning in July 2025.
- 10.2.6 Upon ratification and effective July 1, 2025, employees covered under this Agreement will be credited with two (2) Personal Leave day equal to their regularly scheduled work shift to be taken during the fiscal year. This Personal Leave day must be taken in full day increments, has no cash value, and cannot be rolled over from one fiscal year to the next. Requests to use this Personal Leave day will be made in accordance with Department/Division-specific procedures for requesting Annual Leave.

10.3 SALARY ADMINISTRATION

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

10.4 SALARY RATE UPON PROMOTION

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

10.5 SALARY RATE UPON DEMOTION

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

10.6 MERIT PAY INCREASE

- 10.6.1 An employee who successfully completes twelve (12) months of satisfactory service, excluding Overtime, after initial appointment or promotion to a position, will be eligible for a merit pay increase within their salary grade on their pay progression date, and annually thereafter.
- 10.6.2 Merit pay increases are not automatically awarded to employees. Merit pay increases will not exceed the maximum of the range of the salary grade of the employee's job classification.
- 10.6.3 To be eligible for a merit pay increase, the employee must meet a satisfactory level of performance and competence during the twelve (12) month period prior to their performance evaluation.

10.7 DENIAL OF MERIT PAY INCREASE

- 10.7.1 If an employee receives a performance evaluation stating that their performance and competence is substandard, the Employer may withhold the merit pay increase. If the Employer denies a merit pay increase, the employee and the Union will be noticed in writing of the specific reasons for the denial. The employee may request a review of this denial by the Department or Division head, or designee, within ten (10) calendar days of receipt of the notice of denial.

A meeting to discuss the review by the Department or Division head, or designee, will be scheduled within ten (10) calendar days of receipt of the request to review. The employee may request a Union Steward be present at the review meeting. The determination of the Department or Division head, or designee, is final. Denial of step increase is not subject to grievance under Grievance Procedure Article.

10.8 DELAY OF MERIT PAY INCREASE

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

10.9 CALLBACK PAY

- 10.9.1 Callback pay will be administered in accordance with NAC 284.214.

10.10 COMPENSATORY TIME

- 10.10.1 Compensatory Time will be administered in accordance with NAC Chapter 284.250
- 10.10.2 The maximum amount of Compensatory Time accrual is two hundred forty (240) hours.

10.11 DANGEROUS DUTY PAY

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

10.12 EDUCATION PAY

- 10.12.1.1 Employees covered under this Agreement who possesses an associate's degree from an accredited college or university shall receive a sum of \$600 per fiscal year to be distributed each July 1.
- 10.12.1.2 Employees covered under this Agreement who possesses a Bachelor's Degree from an accredited college or university; or attains a Nevada Management P.O.S.T. Certificate (NAC 289.260) shall receive a sum of \$1,200 per fiscal year to be distributed each July; however, employees who are required to possess a Bachelor's Degree as a minimum qualification for their job specification are not eligible for this education pay.
- 10.12.1.3 Employees covered under this Agreement who possess a master's degree from an accredited college or university; or attains a Nevada Executive Certificate (NAC 289.270) shall receive a sum of \$1,500 per fiscal year to be distributed each July. An employee who wishes to receive education pay must submit proof of possession of that degree to their Department/Division Human Resources Office with their request to receive the pay.
- 10.12.1.4 An employee may not combine educational payments.

10.13 HOLIDAY PAY

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

10.13.2 Holiday Premium Pay

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

10.13.3 Holiday Compensation Rules

- 10.13.3.1 Part-time employees who begin employment before and remain employed after the designated holiday will be compensated in cash or Compensatory Time for the holiday in an amount proportionate to the time they were in pay status during the month prior to the holiday.
- 10.13.3.2 Full-time employees who are employed before the holiday and are in full pay status for eighty (80) non-Overtime or non-standby hours during the pay period, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday.
- 10.13.3.3 Employees who resign, are dismissed, or are separated before a holiday will not be compensated for the holidays occurring after the effective date of the resignation, dismissal, or separation.

10.14 OVERTIME

- 10.14.1 Overtime will be administered in accordance with NRS 284.

10.15 SPECIAL ADJUSTMENTS TO PAY

- 10.15.1 The maximum Special Adjustment to Pay and/or Special Assignment Pay for any employee is five (5%) of their regular hourly rate of pay.

10.15.2 Bilingual Pay

- 10.15.2.1 An employee who is certified to use bilingual skills or sign language for persons who are deaf will be eligible for additional compensation equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (Bilingual Pay). Employees will be certified by their Department/Division that they are assigned work based upon their bilingual skills and are eligible for the premium pay.

10.15.3 Critical Incident Response Team/Complex Investigations

- 10.15.3.1 An employee assigned to the Critical Incident Response Team and/or complex investigations will be eligible to receive an additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay while assigned to the Critical Incident Response Team/Complex investigations.

10.15.4 Field Training Officer/Coordinator (FTO) Pay

- 10.15.4.1 An employee assigned to be an FTO will be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (FTO Pay) for the hours spent in FTO. An employee managing an FTO program will be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay while assigned as the FTO coordinator.
- 10.15.5 Honor Guard Duty
 - 10.15.5.1 An employee assigned to Honor Guard Duty in the Department of Public Safety and University Police will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay for all hours performing the duty.
- 10.15.6 Instructor Pay
 - 10.15.6.1 An employee assigned to be an instructor will be eligible to receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay for the hours spent as an instructor.
- 10.15.7 K-9 Pay
 - 10.15.7.1 Employees supervising K-9 duties will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (K- 9 Pay).
- 10.15.8 Motors Pay
 - 10.15.8.1 An employee supervising motorcycle duty will receive a Special Adjustment to Pay (Motors Pay) equivalent to five percent (5%) of their regular hourly rate of pay.
- 10.15.9 Public Information Officer Duty
 - 10.15.9.1 An employee assigned to act as a Public Information Officer in the Department of Public Safety will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (PIO Pay).
- 10.15.10 Task Force Special Assignments
 - 10.15.10.1 An employee assigned to a specified Task Force will receive additional pay equivalent to five percent (5%) of their regular hourly base rate of pay for a Special Adjustment to Pay (Special Assignment Pay) for the hours spent working on their assigned Task Force. Eligible Task Force Special Assignments will be listed in Appendix B of this Agreement. Special Assignments to Task Forces are at the discretion of the Department/Division and can be revoked at any time.
- 10.15.11 Standby Pay
 - 10.15.11.1 An Overtime-eligible employee is considered to be on standby status in accordance with NAC 284.218.

10.16 EQUIPMENT & WEAPONS

10.16.1 General Provisions

- 10.16.1.1 The Department or Division will supply a list of approved types of weapons an employee can carry while on duty. An employee may choose to carry any weapon from this list while on duty so long as they maintain the appropriate training, certifications, and qualifications for that weapon.
- 10.16.1.2 The Department or Division Armorer will be responsible for maintenance and repair of State- issued weapons and will stock replacement weapons and ammunition for use when weapons become unserviceable. Employees who choose to use a personal weapon as their duty weapon are responsible for maintenance of that weapon, as well as insuring that weapon meets the appropriate standards for use and maintenance as proscribed by Department or Division policy. Additionally, employees who choose to use their personal weapon must maintain the appropriate training, certifications, and qualifications for that weapon.
- 10.16.1.3 A State-issued weapon that is damaged or destroyed as a result of a duty related incident will be replaced by the Department or Division. If the incident giving rise to the need for a replacement weapon is a result of negligence, the employee may be subject to disciplinary action.
- 10.16.1.4 An employee retiring from the State service may elect to purchase their State-issued duty firearm.
- 10.16.1.5 The Employer will provide body armor for employees covered under this Agreement.
- 10.16.1.6 Employees who are required to wear body armor will have the choice of wearing a standard vest or a load bearing vest.
- 10.16.1.7 The Employer shall provide any updated equipment policies to the Union for feedback prior to implementation.
- 10.16.1.8 Employees who wish to purchase upgraded body armor may be eligible for reimbursement up to the cost equivalent to the Employer-provided body armor, per the life of the body armor as detailed by the manufacturer.

10.17 EQUIPMENT REPLACEMENT

- 10.17.1 The Employer will replace Employer-provided equipment on a regular schedule as defined in Department or Division policy and procedure, or as determined by the Employer, as needed due to normal wear and tear in the course and scope of the employee's duties.
- 10.17.2 Reimbursement for employee personal equipment may be granted by the Department or Division if said equipment is damaged during the normal course and scope of duty.
- 10.17.3 Employees must submit a report detailing how the personal equipment was damaged to their Department or Division for approval or disapproval within three (3) business days of the date the incident occurred.

10.18 UNIFORMS

10.18.1 General Provisions

10.18.1.1 Employees covered under this Agreement are required to wear uniforms.

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

10.19 UNIFORM REPLACEMENT

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

10.19.2 Effective July 1, 2025, employees in the Department of Public Safety will receive a Uniform & Equipment Allowance of one thousand four hundred dollars (\$1,400.00) per fiscal year, to be distributed in four equal payments during the fiscal year.

10.19.3 Effective July 1, 2025, all employees covered under this Agreement will be eligible to receive a footwear allowance of two hundred fifty dollars (\$250.00) per biennium.

ARTICLE 11. LEAVE

11.1 ADMINISTRATIVE LEAVE

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

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

11.2 ANNUAL LEAVE

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

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

11.2.2.1 Accrual

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

11.2.2.1.1.1 0 to 10 years - 1¼ days per month

11.2.2.1.1.2 10 years to 15 years - 1½ days per month

11.2.2.1.1.3 15 years to 20 years - 1¾ days per month

11.2.2.1.1.4 20 years or more - 2¼ days per month

11.2.3 Annual Leave Usage

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

11.3 CATASTROPHIC LEAVE

- 11.3.1 An employee may qualify for Catastrophic Leave if they or a member of their immediate family is affected by a serious illness, accident, or motor vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.
- 11.3.2 In addition to the above requirements, an employee must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040) hours.
- 11.3.3 An employee may donate to their specific employing Departmental or Divisional Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.
- 11.3.4 Employees are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating employee's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

11.4 CIVIL LEAVE

- 11.4.1 Civil Leave shall be used and administered pursuant to NAC 284.582 to 284.587, et. seq..

11.5 COMPENSATORY TIME

- 11.5.1 Compensatory Time will be administered in accordance with NRS 281.100 and NAC 284.250 – 284.254.

11.6 HOLIDAYS

- 11.6.1 Employees will be provided the following paid non-working holidays per year:
- New Year's Day - January 1
 - Martin Luther King, Jr.'s Birthday - Third Monday in January
 - Presidents' Day - Third Monday in February
 - Memorial Day - Last Monday in May
 - Juneteenth - [Observed Day]
 - Independence Day - July 4
 - Labor Day - First Monday in September

Nevada Day Observed - Last Friday in October

Veterans' Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

- 11.6.2 Holiday Pay shall be administered pursuant to NAC 284.255 to 284.258, et. seq.

11.7 MILITARY LEAVE

- 11.7.1 Employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) business days during each twelve (12) month period.
- 11.7.2 Employees who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) business days during each twelve (12) month period.
- 11.7.3 The twelve (12) month period will begin on the day the employee has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.
- 11.7.4 Employees will provide a copy of any orders for military duty to their Department or Division Human Resources Office.
- 11.7.5 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- 11.7.6 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

11.8 SICK LEAVE

- 11.8.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NAC 284.542 to 284.5777, et. Seq..
- 11.8.2 An employee may be placed on mandatory Sick Leave by the Department or Division Director pursuant to NAC 284.568.
- 11.8.3 Employees may be required to provide a medical certification pursuant to NAC 284.566. If an employee is ordered to provide a medical certification by the employer and they do not provide one, they may be placed on AWOL status and may be subject to disciplinary action.

11.9 SICK LEAVE ABUSE

- 11.9.1 The use of Sick Leave for purposes other than those defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse.

11.9.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse.

11.9.3 Sick Leave abuse may lead to disciplinary action.

11.10 UNION LEAVE

11.10.1 See Article 17, Union Rights.

11.11 WORK-RELATED INJURY LEAVE (WORKERS' COMPENSATION)

11.11.1 General Provisions

11.11.1.1 Workers' Compensation shall be administered pursuant to NRS Chapters 616A to 616D, et. seq., and NAC 284.5775 and 284.5777.

11.12 BENEFITS RELATING TO DOMESTIC VIOLENCE

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

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

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

11.12.1.1.2 Obtain counseling or assistance; and/or,

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

11.12.1.1.4 Establish a safety plan.

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

11.13 BEREAVEMENT LEAVE

11.13.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.

11.13.2 Bereavement Leave must be used no later than twelve (12) months after the death of the family member for which the Bereavement Leave was requested.

11.14 FURLOUGH LEAVE

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

11.15 LEAVE WITHOUT PAY (LWOP)

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

11.16 LEAVE OF ABSENCE WITHOUT PAY

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

11.17 FAMILY & MEDICAL LEAVE

- 11.17.1 Family and medical leave will be used and granted in accordance with the Family and Medical Leave Act of 1993 (FMLA), the Nevada Family Leave Act, and NAC 284.581 to 284.5813, et. seq.

ARTICLE 12. WORK PERFORMANCE

- 12.1 Employee performance evaluations shall be conducted pursuant to NAC 284.468 to 284.480, et. seq.
- 12.2 Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental or Divisional and the Employer's Central Personnel Files.
- 12.3 If an employee is given an overall rating of performance of "Does Not Meet Standards":
- 12.3.1 The report must contain a written notice that such a report affect merit pay increases; and,
- 12.3.2 The employee will be placed on a Performance Improvement Plan ("PIP"), as described below, for ninety (90) calendar days to address the deficiencies outlined in the employee's performance evaluation.
- 12.4 Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months of their Probationary Period.
- 12.5 Probationary employees may not file a grievance under Article 15, Grievance Procedure, with respect to a performance evaluation during their Probationary Period.

12.6 COACHING AND COUNSELING

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

12.7 LETTERS OF INSTRUCTION

- 12.7.1 Letters of Instruction are used as a tool designed to serve as a way for the Department or Division to provide an employee with information and instruction or training to correct behavior or performance deficits.
- 12.7.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 12.7.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.
- 12.7.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

12.8 PERFORMANCE IMPROVEMENT PLAN (PIP)

- 12.8.1 If an employee is having documented performance issues or a singular issue is deemed serious enough, a meeting may be held between the Department or Division supervisor and the employee. A plan should include a clear identification of the issue(s) and outline performance and/or conduct goals, that are measurable and attainable
- 12.8.2 A copy of the executed, signed, and/or acknowledged PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.

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

12.9 PERFORMANCE EVALUATION REVIEW

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

ARTICLE 13. RECORDS MANAGEMENT

- 13.1 The Employer has the authority to maintain files on each employee.
- 13.2 An employee may examine their own file(s), excluding administrative investigation, background investigation files, by contacting their Departmental or Divisional Human Resources Office and/or the appropriate Central Records Unit for their central records file.
- 13.3 The Employer will provide access to the file(s) as soon as possible but not more than ten (10) business days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their Central Records Personnel File by sending a copy of such record to the appropriate Central Records Unit.
- 13.4 Written authorization is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable, and the responses shall be included at the employee's request.
- 13.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For detailed information, visit the DHRM Central Records website.

13.6 FILE TYPES

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

13.6.2 Medical File

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

13.6.2.2 Payroll File

13.6.2.2.1 A comprehensive record of payroll for each employee maintained by the appropriate Central Records Unit.

13.6.2.3 Personnel File

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

13.6.2.3.2 One (1) official Personnel File may also be maintained for each employee's Department or Division Human Resource Office. Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgments, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

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

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

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

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

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

13.6.2.4 Supervisor File

13.6.2.4.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, any other performance documentation that is appropriate [such as] a Performance Improvement Plan (PIP) or Last Chance Agreement (LCA).

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

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

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

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

13.6.3 Training File

13.6.3.1 The Employer may maintain a record of all training the employee has taken while in active service.

13.7 RECORD-KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION

13.7.1 A Letter of Instruction is not part of the progressive discipline process.

13.7.1.1 A Letter of Instruction will be considered for the purposes of evaluating whether disciplinary action is warranted no later than twelve (12) months from date of issuance, unless discipline results from non-compliance with the Letter of Instruction.

13.7.1.2 Letters of Instruction shall be removed from the employee's file upon the employee's request after twelve (12) months with no similar violations.

13.7.2 Documented Verbal Warnings

13.7.2.1 A Documented Verbal Warning will be considered for the purposes of promotions, transfers and evaluating further disciplinary action no later than eighteen (18) months from the date of issuance, unless further discipline results for similar violations.

13.7.2.2 A Documented Verbal Warning shall be removed from the employee's file upon the employee's request after eighteen (18) months with no similar violations.

13.7.3 Written Reprimands

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

13.7.3.2 Suspensions, demotions, and any discipline related to unlawful discrimination, sexual harassment, job related truthfulness, improper interactions with the public, or excessive force, shall be considered for the purposes of promotions, transfers and evaluating further disciplinary action regardless of when they occurred, and as long as the employee is employed by the State.

13.7.4 Any administrative investigation file shall not be made a part of an employee's Central Records Personnel File, Department or Division Personnel File or Supervisor File.

13.8 CONFIDENTIALITY

13.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal and State law.

- 13.8.2 Documents may be removed from an employee's Personnel File as part of a grievance settlement agreement or arbitration award. When documents are removed

13.9 PUBLIC RECORDS

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

ARTICLE 14. DISCIPLINE

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

14.7 PROGRESSIVE DISCIPLINE

- 14.7.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
- 14.7.1.1 Documented Verbal Warning;

- 14.7.1.2 Written Reprimand;
- 14.7.1.3 Suspension Without Pay;
- 14.7.1.4 Demotion, and;
- 14.7.1.5 Dismissal (Termination) from State service.

14.7.2 It is agreed that consistent with the principles of Just Cause, as defined in this Agreement, the Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, consistent with principles of Just Cause, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.

14.8 OFF-DUTY CONDUCT

- 14.8.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental or Divisional Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies.
- 14.8.2 If an employee covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency that rises to the level of genuine criminal activity, not a minor criminal offense or a common interaction with law enforcement where the employee is not knowingly the suspect of an investigation or arrested, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

14.9 LAST CHANCE AGREEMENT (LCA)

- 14.9.1 An LCA is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.
- 14.9.2 In the event an employee continues to have documented performance issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may, at their sole discretion, elect to enter into an LCA for that employee. If the Appointing Authority, or their designee elects to enter into an LCA with an employee, the employee can request representation from the Union during any discussions regarding an LCA.
- 14.9.3 An LCA shall specifically identify any and all action or reasonably related conduct which will be deemed a violation of the LCA and subject the employee to dismissal from State service. A LCA shall not be for a duration greater than five (5) years.
- 14.9.4 A copy of the executed, signed and/or acknowledged LCA will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental or Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

- 14.9.5 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themselves of Article 15 Grievance Procedure, beginning at Step 5 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

14.10 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

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

14.11 INVESTIGATIONS

- 14.11.1 The Employer has the authority to conduct administrative investigations into employees' conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.
- 14.11.2 All criminal convictions or guilty pleas are subject to a new administrative investigation.
- 14.11.3 If an employee receives a Reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.
- 14.11.4 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025). A peace officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.
- 14.11.5 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.
- 14.11.6 An administrative investigation that could lead to disciplinary action against the alleged employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 Specificity of Charges, form within one hundred twenty (120) calendar days after the employee's initial investigatory interview. The hundred and twenty (120) day period shall be tolled by the number of days the subject is out on FMLA or deployed with the military.

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

14.12 ADJUDICATIONS OF ALLEGATIONS

- 14.12.1 Adjudications are based upon a review of the completed investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation.
- 14.12.2 The Department Director, or their designee, will make a finding, consistent with the Just Cause standard, for each allegation and that finding should fall into one of the following categories of disposition:
- 14.12.2.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.
 - 14.12.2.2 Not Sustained - Investigation produced insufficient evidence or information to clearly prove or disprove the alleged act. This category is justified when there is a lack of witnesses or other lack of objective and persuasive proof.
 - 14.12.2.3 Exonerated - The conduct or act occurred but was justified, legal and proper.
 - 14.12.2.4 Unfounded - The alleged act did not occur.
 - 14.12.2.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.
- 14.12.3 If no disciplinary action is to be taken, the employee will be noticed that the investigation is complete, and no disciplinary action will be imposed.

14.13 PRE-DISCIPLINARY HEARING

- 14.13.1 If following an investigation, an Appointing Authority, or designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing, before the proposed action must be followed:
- 14.13.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Hearing must be scheduled to take place not earlier than seven (7) business days after the HR-41 is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular working day for the employee. The Pre-Disciplinary Hearing shall be scheduled or re-scheduled as reasonably necessary so as to permit the employee to have their representative(s) present.

- 14.13.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted or dismissed from service, before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.
- 14.13.4 The Appointing Authority, or designee, will conduct the Pre-Disciplinary Hearing. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.
- 14.13.5 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may review the investigative file pursuant to NRS 289.057(3)(a) and submit a response. The Department or Division must consider any such response before punitive action is imposed against the employee.
- 14.13.6 The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Hearing regarding a suspension, demotion, or dismissal from service.
- 14.13.7 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend. The employee may respond both verbally and in writing at the Pre-Disciplinary Hearing.
- 14.13.8 The employee must be given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

ARTICLE 15. GRIEVANCE PROCEDURE

15.1 GENERAL PROVISIONS

- 15.1.1 All employees this Agreement covers shall have all grievance protections and due process requirements provided by existing Federal and State law. Unless otherwise stated in this Agreement, nothing shall be construed as limiting existing grievance options for employees.
- 15.1.2 Probationary employees may not file a grievance under this Article, relating to their failure to complete, or the failure of, their Probationary Period.
- 15.1.3 A grievance shall be defined in this Agreement as:
 - 15.1.3.1 A dispute regarding the application or interpretation of any law or Department or Division rule, regulation, policy, or procedure relating to an employee's employment.
 - 15.1.3.2 A dispute regarding the application of discipline.

- 15.1.3.3 A dispute regarding a written reprimand.
- 15.1.3.4 A dispute regarding a disciplinary suspension.
- 15.1.3.5 A dispute regarding an involuntary transfer.
- 15.1.3.6 A dispute regarding dismissal from State service.
- 15.1.3.7 A dispute involving the interpretation or application of this Agreement.
- 15.1.4 The term “grievance” does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:
- 15.1.5 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined on the DHRM’s website at
- 15.1.6 https://hr.nv.gov/Sections/EEO__Sex-_or_Gender-Based_Harassment_and_Discrimination_Investigation_Unit
- 15.1.7 A change in classification or the allocation of positions (NRS 284.165).
- 15.1.8 Refusal to examine or certify an applicant for an open position (NRS 284.245).
- 15.1.9 A denial of Catastrophic Leave (NRS 284.3629).
- 15.1.10 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

15.2 FILING AND PROCESSING A GRIEVANCE

- 15.2.1 Procedure
 - 15.2.1.1 Except as otherwise provided in below, the procedure to resolve grievances set forth in this Article is the exclusive means available for resolving grievances and the requirements for filling and advancing grievances.
 - 15.2.1.2 Grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions greater than a Documented Verbal Warning, shall be filed in writing within twenty (20) business days after the effective date of the discipline or file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.
 - 15.2.1.3 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1 as outlined below.
 - 15.2.1.4 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4 as outlined below.
 - 15.2.1.5 An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through:

15.2.1.5.1 The grievance procedure provided in this Article; or

15.2.1.5.2 The procedure prescribed by NRS 288.115.

15.2.1.6 Once the employee has filed a grievance in writing under the procedure described in this Article or has requested a hearing before the Employee Management Committee (EMC) under the procedure described in NRS 284.390, or filed a complaint under NRS 288.115, the employee may not file the same grievance using the other procedure. The LRU shall notify the Union of the filing.

15.3 CONTENTS OF A GRIEVANCE & RECIPIENTS OF A GRIEVANCE

15.3.1 The written grievance must be submitted via the State's electronic grievance reporting system must include the following information:

15.3.1.1 The name of the grievant;

15.3.1.2 The grievant's position, Department and/or Division, and Section;

15.3.1.3 The grievant's contact information;

15.3.1.4 The date, time, and place wherein the alleged event occurred;

15.3.1.5 A statement of the pertinent facts

15.3.1.6 surrounding the nature of the grievance;

15.3.1.7 The name(s) of any witness(es) to the alleged event or violation(s);

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

15.3.1.9 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;

15.3.1.10 The specific remedy sought by the grievant; and,

15.3.1.11 The name and signature of the representative filing the grievance on behalf of the employee, if any.

15.4 MODIFICATIONS OF A GRIEVANCE

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

15.5 CONSOLIDATION OF A GRIEVANCE

15.5.1 The Union or the Employer may consolidate grievances arising out of the same set of facts through written mutual agreement of the parties.

15.6 WHEN A RESOLUTION OF A GRIEVANCE BECOMES BINDING

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

- 15.6.2 The Appointing Authority, or designee, of the employing Department or Division shall submit each proposed resolution of a grievance which has a fiscal effect to the Budget Division for a determination of whether the resolution is feasible on the basis of its fiscal effects. The fiscal components of the resolution are binding only if it is so found.
- 15.6.3 During the time the Budget Division is making their determination, timelines for the grievance are suspended. Once the Budget Division has notified the LRU of their determination, the LRU will notify the grievant and the Union of the determination. Once the LRU has notified the Union, the timelines will be reinstated.

15.7 INFORMAL RESOLUTION OF A GRIEVANCE

15.7.1 General Provisions

- 15.7.1.1 The parties should make every reasonable effort to resolve a grievance through informal discussions.
- 15.7.1.2 If the Employer provides the requested remedy or a mutually agreed-upon alternative, a grievance will be considered resolved and may not be moved to the next step.

15.8 INFORMAL MEDIATION

- 15.8.1 Any time during the grievance process Steps 1 through 3, by mutual written agreement between the grievant and Employer, the parties may request an informal mediation session through the DHRM Employee Management Services Unit to resolve a grievance. During informal mediation, the timelines for grievances are suspended.
- 15.8.2 If informal mediation does not result in a resolution, an employee may return to the grievance process laid out in this Article and the timelines resume.

15.9 WITHDRAWAL OF A GRIEVANCE

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

15.10 GRIEVANCE LEVELS

- 15.10.1 Any of the steps in this procedure may be bypassed by mutual written agreement among the grievant and Employer.
- 15.10.2 The LRU and/or Employer is obligated to notify the Employee or Union that a grievance has been denied or accepted within the timelines prescribed.
- 15.10.3 The Union may file a grievance, beginning at Step 3 of this procedure, when it feels it has a dispute with the Employer regarding the application or interpretation of any law, or Department/Division rule, regulation, policy, or procedure relating to employment with the Employer; or, the LRU when it feels that it has a dispute involving the interpretation or application of this Agreement or any other agreements between the Union and the Employer.
- 15.10.4 Step 1 - Supervisor

- 15.10.4.1 Step 1 of the grievance process is the attempt by the grievant and the grievant's supervisor to resolve the matter. The supervisor's response will be documented and sent to the grievant within fifteen (15) business days.
- 15.10.5 Step 2 - Division Administrator or Manager, or Designee
- 15.10.5.1 If the grievance is not resolved at Step 1 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance via the State's electronic grievance reporting system to their Division Administrator or Manager, or designee within fifteen (15) business days.
- 15.10.5.2 The Division Administrator or Manager, or designee, will meet or confer by telephone with the grievant within fifteen
- 15.10.5.3 (15) business days of receipt of the grievance and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) business days following that meeting.
- 15.10.6 Step 3 - Department Director, or Designee
- 15.10.6.1 If the grievance is not resolved at Step 2 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance via the State's electronic grievance reporting system to their Department Director, or designee within fifteen (15) business days.
- 15.10.6.2 The Department Director, or designee, will meet or confer by telephone with the grievant within fifteen (15) business days of receipt of the grievance, and will issue a response in writing via the State's electronic grievance reporting system within fifteen (15) business days following that meeting.
- 15.10.7 Step 4 – Formal Mediation
- 15.10.7.1 If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step they may do so by indicating they wish to elevate the grievance to Step 4 via the State's electronic grievance reporting system within fifteen (15) business days of receipt of the Step 3 decision. If the Union is the grievant, either party may facilitate the scheduling of formal mediation between the parties. If an employee is the grievant, the LRU shall facilitate the scheduling of any mediation proceedings between the parties. The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the mediation.
- 15.10.7.2 Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.
- 15.10.8 Step 5 - Arbitration

- 15.10.8.1 If the grievance is not resolved at Step 4 and the grievant wishes to escalate the grievance to Step 5, they may do so by indicating they wish to elevate the grievance to Step 5 via the State's electronic grievance reporting system within thirty (30) business days of the formal mediation session. Either party may then file a demand to arbitrate with the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS).
- 15.10.8.2 If the Union is the grievant, either party may facilitate the scheduling of any arbitration proceedings between the parties. If an employee is the grievant, the LRU shall facilitate the scheduling of any arbitration proceedings between the parties.
- 15.10.8.3 Both parties shall mutually or severally set forth the issue(s) to be arbitrated in advance of selecting an arbitrator.
- 15.10.8.4 Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of names of Arbitrators, the parties will select an Arbitrator by alternatively striking names until one name remains. The party striking first shall be determined by lot.
- 15.10.8.5 The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or FMCS Rules of Arbitration, unless otherwise agreed to in writing.
- 15.10.8.6 No later than thirty (30) business days after the demand to arbitrate has been filed, the parties agree to make their respective requests for relevant documents and witnesses and to provide a response to the requests within thirty (30) business days from the date of receipt.
- 15.10.8.7 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties

15.11 WITNESS

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

15.12 ARBITRATOR AUTHORITY

- 15.12.1 The Parties shall notify the Arbitrator so selected that they wish to confer promptly with the Arbitrator, hold hearings as soon as practicable for all Parties, and request the issuance of a report not later than thirty (30) days from the day of the hearing, unless mutually agreed upon by the parties or required differently by the Arbitrator, which shall set forth findings of fact, reasoning, and decisions on the issues submitted.
- 15.12.2 The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.

- 15.12.3 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties, subject to judicial review pursuant to NRS 38.247.
- 15.12.4 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

15.13 ATTENDANCE AT MEETINGS

- 15.13.1 Meetings include informal grievance resolution meetings, grievance meetings, informal or formal mediation sessions, and arbitration hearings. All such meetings shall be scheduled in accordance with this Article.
- 15.13.2 An employee will be allowed reasonable time, to travel to and from the meetings referenced above. Time spent traveling during the employee's non-working hours to attend meetings referenced above may, at the Department's or Division's discretion, be considered work time. An employee may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from a mediation session and/or an arbitration hearing.
- 15.13.3 An employee must provide at least two (2) business days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting, hearing, or mediation session. If two (2) business days' notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. A request must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department or Division business requiring the employee's immediate attention must be completed prior to attending the meeting or hearing. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized to do so by the Department or Division.

15.14 SUCCESSOR CLAUSE

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

15.15 TIMELINES

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

15.16 FAILURE TO MEET TIMELINES

- 15.16.1 Failure by the grievant to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.
- 15.16.2 Failure by the Employer to comply with the timelines will entitle the grievant to move the grievance to the next step of the procedure.

15.17 GRIEVANCE FILES

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

ARTICLE 16. MEDIATION

- 16.1 The Employer and the Union agree that if either party believes they have grounds for claims that would ordinarily be submitted to the Governmental Employee Management Relations Board (EMRB) that arise out of collective bargaining, they shall seek formal mediation to resolve those alleged claim(s) prior to filing with the EMRB.
- 16.2 In the event formal mediation is unsuccessful in the resolution of any alleged claim(s), the parties may submit the claim(s) to the EMRB for adjudication.

ARTICLE 17. UNION RIGHTS

17.1 EMPLOYEE RIGHTS

- 17.1.1 Right to Union Members
 - 17.1.1.1 Employees have the right to become a member of the Union.
 - 17.1.1.2 It is the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status. There shall be no discrimination against an employee's lawful participation or non-participation in Union activities.

17.2 RIGHT TO UNION REPRESENTATIONS

- 17.2.1 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed. An employee shall have reasonable time to arrange for Union representation. Union representation can include a representative attending via video conference or over the telephone.
- 17.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of the employee's duties, such as giving instructions, coaching and counseling, assigning work, informal discussions, delivery of paperwork including Documented Verbal Warnings, Written Reprimands, performance evaluations, staff or work unit meetings, or other routine communications with an employee.

17.3 ACCESS FOR UNION REPRESENTATIVES

- 17.3.1 It is recognized that from time to time it will be necessary for Union activities to be performed during the working hours of the Executive Board officer for the processing of written grievances and the representation of Union members. When the Union activities involving processing written grievances and representation of Union members occur during a Union representative's regularly scheduled duty hours, the activities may be performed on duty subject to approval by their immediate supervisor, and with use of their State vehicle, if so approved, which shall not be unreasonably denied. Union leave will not be unreasonably denied.
- 17.3.2 Authorized Union Representatives shall have limited access to certain non-public areas of the Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.
- 17.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.
- 17.3.4 The Employer reserves the right to restrict access to Department or Division premises if the Union's request for access is unreasonable or interferes with business needs or operations or is in conflict with any Department or Division policy.
- 17.3.5 Union Representatives and bargaining unit employees may also meet in a non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

17.4 BULLETIN BOARDS

- 17.4.1 The Employer will provide space on bulletin boards for Union communication.
- 17.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.
- 17.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.
- 17.4.4 Materials posted on bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature.
- 17.4.5 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 17.4.6 Union communication will not be posted in any other location on Department or Division premises.

- 17.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

17.5 UNION STEWARDS

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

17.6 INDEMNIFICATION

- 17.6.1 The Union will defend, indemnify, and hold harmless the Employer for damages, settlements, judgments, or liabilities the Employer incurs as a result of any judgements against the Employer arising out of or in relation to a Union activity that does not stem from a representational duty or bargaining activity, including disbursement of Union activities or communications in any of three situations:
- 17.6.1.1 The claim involved gross negligence or intentional conduct from the person involved in the Union activity.
 - 17.6.1.2 The person involved in the Union activity made a specific promise or representation to a natural person who relied upon the promise or representation to the person’s detriment; or
 - 17.6.1.3 The conduct of the person involved in the Union activity affirmatively caused harm.
- 17.6.2 The Union shall not be held responsible for attorney fees and costs incurred by the State in defending a suit against the Employer. This clause is not intended to remove any statutory or other protections the Union or State may have against a party bringing a claim. Nothing in this section shall be construed to conflict with any provision of chapter 616C of NRS or other statutes or caselaw that provides protection for law enforcement.
- 17.6.3 This indemnification does not exclude the State of Nevada’s rights to participate in its defense of a matter subject to this indemnification. The State will not waive and intends to assert all available immunities and statutory limitations in all cases, including, without limitation, the provisions of Nevada Revised Statutes Chapter 41. The Union shall not be liable to indemnify or hold harmless any attorneys’ fees and costs for the State’s chosen right to participate with legal counsel of its choice.

17.7 USE OF STATE FACILITIES & EQUIPMENT

17.7.1 Meeting Space & Facilities

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

17.7.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

17.7.2 Supplies & Equipment

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

17.7.2.2 Email, Fax Machines, the Internet, & Intranets

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

17.7.2.2.2 Union Steward may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purpose of administration of the Agreement to included electronic transmittal of grievance and responses in accordance with Article 15, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

17.7.2.2.2.1 Results in little or no cost to the Employer.

17.7.2.2.2.2 Be brief in duration and frequency.

17.7.2.2.2.3 Not interfere with the performance of their official duties.

17.7.2.2.2.4 Not distract from the conduct of State business

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

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

17.7.2.2.2.7 Not included general communication and/or solicitation with employees.

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

17.8 UNION LEAVE & TIME AWAY FROM WORK FOR UNION ACTIVITIES

- 17.8.1 Union members may be allowed to access Union Leave or Leave with Out Pay to attend Union-sponsored meetings, training sessions conferences, and conventions, as well as representational duties. Time away from work for these activities must be approved in advance and in writing by the Department or Division, or if applicable, the DHRM Administrator.
- 17.8.2 Requests for leave shall not be unreasonably denied.
- 17.8.3 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.
- 17.8.4 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.
- 17.8.5 The Union will provide the Department or Division and the DHRM Administrator, or designee, with written list of the names of the employees it is requesting attend any of the above listed activities as soon as possible as practicable, but not less than fourteen (14) calendar days prior to the activity.
- 17.8.6 The parties recognize that the Union represents employees in Bargaining Units G and L, as provided in NRS 288 (NRS 288.270, NRS 288.415). Effective July 1, 2025, the Union will have an annual aggregate pool of two thousand (2,000) hours to draw from during each even numbered year and an annual aggregate pool of three thousand (3,000) hours to draw during each odd numbered years for Union Leave to be distributed and used based on the Union's discretion between Bargaining Units G and L. The pool of hours does not roll over from fiscal year to fiscal year.

17.9 UNION LEAVE

- 17.9.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.
- 17.9.2 Union Leave shall be considered for approval or denied within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the leave to ensure their leave request has been received by their Department or Division for consideration.
- 17.9.3 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.
- 17.9.4 In the event of an immediate representation request due to a critical incident, such as an officer involved shooting, the Union Representative must notify the Department or Division and receive approval to respond. The request shall not be unreasonably denied.
- 17.9.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.

- 17.9.6 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and all employee's Department or Division may not unreasonably deny such a request.

ARTICLE 18. UNION DUES

18.1 NOTIFICATION TO EMPLOYEES

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

18.2 UNION DUES DEDUCTIONS

- 18.2.1 There shall be dues deductions by the State.
- 18.2.2 Deduction of Union Dues is strictly a voluntary deduction.
- 18.2.3 The Union will provide the Employer with a list of the Union members via excel spreadsheet.
- 18.2.4 The Union will provide the designated pay center for the employee's Department or Division the percentage and/or maximum dues amount to be deducted from the employee's paycheck.
- 18.2.5 Within thirty (30) business days of receipt of the completed and signed membership forms, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.
- 18.2.6 If there is any change in the amount to be deducted for Union Dues as voted on by Nevada Police Union, Unit L members, the Union will notify the Employer within thirty (30) business days.
- 18.2.7 In the event an employee disputes or contests payroll deductions for Union Dues, the Employer will notify the Union via email of such disputes prior to taking any action. The Union will respond as soon as practicable but no later than within seven (7) business days.
- 18.2.8 Should the Union not provide proof of membership within seven (7) business days, the State will cease Union Dues deductions as soon as practicable. The Union Dues owed during the period of non-deduction must be settled exclusively between the Union and the employee.

18.3 STATUS REPORTS

18.3.1 The Employer will provide the Union with a report in electronic format each pay period detailing the Union Dues remittance containing the following information for employees that have Union Dues deducted from their paycheck:

- 18.3.1.1 Employee name.
- 18.3.1.2 Employee job title.
- 18.3.1.3 Department and Division.
- 18.3.1.4 Official duty station or work site.
- 18.3.1.5 Work phone number.
- 18.3.1.6 Work email address.
- 18.3.1.7 Date of hire.
- 18.3.1.8 Pay grade.
- 18.3.1.9 Pay step.
- 18.3.1.10 Seniority date
- 18.3.1.11 Separation date.

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

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

18.4 REVOCATION

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

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

18.5 INDEMNIFICATION

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

- 18.5.2 The Employer agrees not to honor any check-off authorizations or dues deductions authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

ARTICLE 19. SAFETY & HEALTH

19.1 GENERAL PROVISIONS

- 19.1.1 The Employer, employee, and the Union all have a significant responsibility to implement and maintain appropriate workplace safety and health standards.
- 19.1.2 The Employer will provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and Nevada Peace Officer Standards & Training (POST).
- 19.1.3 Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.
- 19.1.4 The Department or Division may direct employees to use leave in accordance with Article 11, Leave, Sick Leave, when employees self- report a contagious health condition.
- 19.1.5 The Department or Division may direct employees to use leave in accordance with Article 11 Leave, Administrative Leave or Workers' Compensation Leave when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment. This leave shall be paid consistent with Department or Division policy.
- 19.1.6 When a worksite is impacted by a critical incident, the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP). Employees may request the use of available leave banks, including Administrative Leave, should they need time away from work due to a critical incident, at the Employer's discretion.

19.2 PERSONAL PROTECTIVE EQUIPMENT (PPE)

- 19.2.1 The Department or Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients.
- 19.2.2 The Department or Division will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.
- 19.2.3 Employees will abide by all requirements set forth by the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

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

19.3 SAFETY COMMITTEES

- 19.3.1 Safety Committees are intended to provide a forum for the Employer, employees, and the Union to communicate about issues that arise relative to the safety of the working environment.
- 19.3.2 Safety Committees will be made up of representatives from the Employer, the Union, and employees in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).
- 19.3.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division head, or designee, for review and action, as necessary. The Department or Division head, or designee, will report follow-up action/information to the Safety Committee.

19.4 ERGONOMIC ASSESSMENTS

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

19.5 PHYSICAL STANDARDS – CATEGORY I PEACE OFFICERS

- 19.5.1 Employees in job classifications eligible for membership under this Agreement are responsible for maintaining their bodies to the appropriate physical standards as indicated in Nevada POST, the NRS, and applicable Department or Division policies.
- 19.5.2 The Employer and Category I Peace Officers are required to adhere to NRS 617 and the State of Nevada's Workers' Compensation Program administered by the Risk Management Division.

19.6 WORKPLACE VIOLENCE

- 19.6.1 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee to a supervisor and their Human Resources Office. Any report of a direct or indirect threat and/or actual violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division.
- 19.6.2 Active threat awareness and preparedness training is made available to all employees through the Risk Management Division's safety training program.

ARTICLE 20. WORKPLACE ENVIRONMENT

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

20.3 APPEARANCE

- 20.3.1 Employees are expected to dress neatly and present a clean appearance. Where a Department/Division has grooming standards or a dress code, employees must comply and maintain these standards and uniforms policies fairly and consistently.
- 20.3.2 The Union shall have the ability to have one representative provide input on any grooming standards, dress code, or participate in any uniform committees established by a Department or Division.

20.4 SECONDARY EMPLOYMENT

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

ARTICLE 21. ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE

- 21.1 The Employer has a zero-tolerance policy for employees who consume alcohol or drugs while on duty, report to work in an impaired condition, or unlawfully possess drugs while on duty, at a work site, or on the Employer's property.
- 21.2 The Employer has developed and maintains the State of Nevada Alcohol & Drug Program in compliance with federal and state law.

21.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 21.3.1 The Employer offers an EAP to all employees.
- 21.3.2 An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.

21.4 TOBACCO-FREE WORKPLACE

- 21.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).
- 21.4.2 Use of any type of tobacco on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.
- 21.4.3 Employees who wish to receive resources on smoking and tobacco cessation should visit www.nevadatobaccoquidline.com.

ARTICLE 22. REASONABLE ACCOMMODATION

- 22.1 The Employer and the Union will comply with Americans with Disability Act of 1990 and ADA Amendments Act of 2009 (ADAAA) and all other relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 22.2 If an employee appeals their reasonable accommodation, the employee may have a Union Representative present during any appeals meeting. All medical information disclosed during this process will be kept confidential by the Employer and any Union Representative.

ARTICLE 23. STRIKES

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

ARTICLE 24. ENTIRE AGREEMENT

- 24.1 During the negotiations of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's or the State's collective bargaining rights with respect to matters that are mandatory subjects under the law.
- 24.2 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

- 24.3 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.
- 24.4 The parties agree that references in this Agreement to sections of the Nevada Administrative Code (NAC) are those in effect on July 1, 2025. The Employer shall maintain any portions of the NAC referenced in this agreement, which shall be made available to any employee covered by this agreement or the union at their request to DHRM LRU.

ARTICLE 25. SAVINGS CLAUSE

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

ARTICLE 26. APPROPRIATIONS

- 26.1 Consistent with NRS 288.505, any provision of this collective bargaining agreement that requires the Legislature to appropriate money is effective only to the extent of such a legislative appropriation. The Governor shall request the drafting of a legislative measure to effectuate the provisions under this Agreement that require Legislative Appropriations pursuant to NRS 288.560(2)(a).

ARTICLE 27. TERM OF AGREEMENT

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

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

Date of Board of Examiners Approval:

FOR THE STATE OF NEVADA:

 5/18/25
BACHERA WASHINGTON
Chief Negotiator


TIFFANY GREENAMEYER
Clerk of the Board of Examiners

APPROVED AS TO FORM




JOSH REID
Special Counsel – Labor Relations

For the Union :


ANDREW GRANATA FOR UNIT & CBA

Chief Negotiator

APPROVED AS TO FORM



ANDREW GRANATA
- MAY 13, 2025

APPENDIX A

Supervisory Category I Peace Officers (sorted by title code)

Title Code	Job/Position Title	BU	GRADE
13.101	Agricultural Police Officer III	L	39
13.115	Staff Game Warden	L	41
13.121	Game Warden IV	L	40
13.135	Park Supervisor III (Commissioned)	L	40
13.136	Park Supervisor II (Commissioned)	L	39
13.137	Park Supervisor I (Commissioned)	L	38
13.204	DPS Lieutenant	L	45
13.205	DPS Sergeant	L	43
13.215	University Police Lieutenant	L	44
13.221	University Police Sergeant	L	42