



**State of Nevada**

**&**

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

**Unit C**

**Collective Bargaining Agreement**

**July 1, 2025 – June 30, 2027**

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## **PREAMBLE**

Pursuant to NRS Chapter 288, this Collective Bargaining Agreement, referred to herein as the “Agreement” or “CBA,” is entered into on July 1, 2025, by and between the STATE OF NEVADA (“State” or “Employer”) and the AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, LOCAL 4041, UNIT C (“AFSCME” or “Union”) as the exclusive representative of Bargaining Units C employees, together referred to as the “parties.” This Agreement covers State employees in the above referenced Bargaining Units.

## **ARTICLE 1. UNION RECOGNITION**

The State recognizes AFSCME as the exclusive bargaining agent for Bargaining Unit C for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Unit C which is pursuant to NRS 288.515(1)(c). The positions included in the above referenced Bargaining Unit are described in Appendix A of this Agreement. The titles of positions listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The State will inform the Union of any proposed changes to the job classifications in Appendix A at least thirty (30) calendar days prior to the effective date of the change. Temporary employees and volunteers may not become members of the above referenced Bargaining Units.

## **ARTICLE 2. DEFINITIONS**

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

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

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

“Employer,” and “Department or Division.”

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

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

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

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

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

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

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

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

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

“Compensation, Classification, & Recruitment Unit (CCRU)” The Division of Human Resource Management unit responsible for establishing compensation, classification, and performing recruitments for State of Nevada employment. [http://hr.nv.gov/Sections/Compensation,\\_Classification/Recruitment/](http://hr.nv.gov/Sections/Compensation,_Classification/Recruitment/)

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

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

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

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

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

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

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

“Domestic violence” is defined as in NRS 33.018.

“EAP” is the Employee Assistance Program:

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

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

Employee Handbook published January 1, 2018.

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

“Employer” means the State of Nevada and its employing Departments or Divisions. “Enterprise Information Technology Services (EITS)” <http://it.nv.gov/>

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

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

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

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

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

“FTO” is a Field Training Officer.

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

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

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

Garrity v. New Jersey (1967)

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

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

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

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

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

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

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

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

“Just cause” means the State’s application of Article 12, Discipline, in a manner that is not arbitrary, capricious, or in violation of State or federal laws.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Overtime-eligible position” means a position that is assigned duties and responsibilities that meet the criteria for Overtime coverage under the FLSA and State law.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Public Employees’ Retirement System (PERS)” is the retirement system for State employees.  
[www.nvpers.org](http://www.nvpers.org)

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

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

“Reclassification” means a change in the allocation of a position by: 1) raising it to a class with a higher salary grade; or, 2) reducing it to a class with a lower salary grade; or, 3) moving it to another class at the same salary grade on the basis of significant changes in kind, difficulty, or responsibility of the work performed.

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

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

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

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

“Relative” is defined to include grandparents, great-grandparents, uncles, aunts, nephews, grandchildren, nieces, great-grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, great-grandfather-in-law, great-grandmother-in-law, uncle-in-law, aunt-in-law, brother-in-law, sister-in-law, grandson-in-law, granddaughter-in-law, nephew-in-law, niece-in-law, great-grandson-in-law, and great-granddaughter-in-law.

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

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

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

Rules for State Personnel Administration, republished August 2020.

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

“Seniority” is the length of service the employee has served with the State of Nevada or the Nevada System of Higher Education.

“Sexual assault” is defined as in NRS 200.366.

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

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

Skelly v. State Personnel Board (1975)

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

“Spouse” means the employee’s lawful husband or wife. “Stalking” is defined as in NRS 200.575.

State Administrative Manual (SAM), revised January 14, 2020, State of Nevada Commission on Ethics [www.ethics.nv.gov](http://www.ethics.nv.gov)

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

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

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

“Supervisor” includes: A) any individual having authority in the interest of the Employer to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees or responsibility to direct them, to adjust their grievances or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment. The exercise of such authority occupies a significant portion of the

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

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

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

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

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

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

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

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

“Union” is a representative organization or association formed by employees with common interests or purposes. The Union for this Agreement is AFSCME, Local 4041. [www.nvafscme.org](http://www.nvafscme.org)

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

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

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

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

Weingarten, Inc. v. National Labor Relations Board (NLRB) (1975)

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

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

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

“Workweek” is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Monday and end at 12:00 midnight the following Sunday, or as otherwise designated by the Department or Division head, or designee.

## **ARTICLE 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 Those subject matters which are not within the scope of mandatory bargaining, and which are reserved to the Employer without negotiation include:
  - 3.2.1 The right to hire, direct, assign, or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
  - 3.2.2 The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to reduction in force procedures set forth in Article 5, Layoff & Reemployment.
  - 3.2.3 The right to determine:
    - 3.2.3.1 Appropriate staffing levels and work performance standards, except for safety considerations;
    - 3.2.3.2 The content of the workday, including without limitation, workload factors, except for safety considerations;
    - 3.2.3.3 The quality and quantity of services to be offered to the public;
    - 3.2.3.4 The means and methods of offering those services;
    - 3.2.3.5 The safety of the public;
- 3.3 Notwithstanding the provisions of this Agreement, the Employer is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster, or civil disorder. These actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this Subsection must not be construed as a failure to negotiate in good faith.
- 3.4 This Article does not preclude, but does not require, the Employer to negotiate subject matters enumerated in NRS 288.150(3) which are outside the scope of mandatory bargaining. The Employer shall discuss subject matters outside the scope of mandatory bargaining with the Union, but it is not required to negotiate those matters.
- 3.5 The State’s failure to exercise any prerogative or function hereby reserved to it, or the State’s exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State’s rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

## **ARTICLE 4. HIRING & APPOINTMENTS**

4.1 The Employer will perform all hiring and appointments as outlined in NAC 284.295 to NAC 284.441, et. seq., and NRS 284.205 to 284.330, et. seq.

### **4.2 PROBATIONARY PERIOD**

4.2.1 The Probationary Period for bargaining unit positions shall be twelve (12) months.

4.2.2 During a Probationary Period, a Probationary employee may be rejected for any lawful reason, as determined by their Appointing Authority.

4.2.3 Probationary employees may not appeal separation from State employment for being rejected during or failing to complete their Probationary Period through the grievance process outlined in this Agreement or any other administrative process.

### **4.3 JOB POSTING**

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

### **4.4 FILLING POSITIONS**

4.4.1 Vacant positions shall be filled as follows: All applicants for a vacancy shall be notified whether they meet the minimum qualification criteria for the position applied for or not. Selection of employees to fill a posted vacancy shall be made from among all applicants who have been certified as eligible based upon meeting the minimum qualification criteria of the job specification.

4.4.2 When all interviewed applicants are equal on all other relevant factors listed in NRS 284.295, positions will be filled by the most senior qualified applicant. An applicant who completes the interview process, but is not selected to fill the vacant position, may request a meeting with the hiring manager to discuss the reason for not being selected.

4.4.3 Notwithstanding the above, when a Reemployment List exists, vacancies will be filled in accordance with the procedures of Article 5, Layoff & Reemployment of this Agreement.

4.4.4 A permanent classified employee who promotes from a classified position to a higher classified position must serve a twelve (12) month Trial Service Period. If the employee fails to attain permanent status in the promotional position they promoted from, pursuant to NAC 284.462. If the employee requests to return to the classified position they promoted from, they must be reverted, pursuant to NAC 284.462.

4.4.5 A permanent classified employee who transfers from a classified position to another classified position must serve a twelve (12) month Voluntary Probationary Period. If the employee fails to attain permanent status in the position to which they transferred, the employee must be reverted to the classified position they transferred from, pursuant to NAC 284.460. If the employee requests to return to the classified position they transferred from, they must be returned pursuant to NAC 284.460.

### **4.5 EMPLOYMENT CONDITIONS**

4.5.1 Intermittent & Temporary Employees

4.5.1.1 The Employer shall utilize intermittent and temporary appointments for bona-fide short term or time limited appointments.

**4.6 CONTRACTING OUT**

4.6.1 It is the policy of the Employer to use its employees to perform work for which they are qualified. To that end, the Employer shall make every effort to keep work currently being performed by bargaining unit members in-house.

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

4.6.3 If the Employer's evaluation of the Union's alternate proposal confirms that it would result in providing a benefit equal to or greater than that identified in the Employer's plan, the parties may agree to implement the Union proposal. This agreement would be memorialized in writing.

4.6.4 However, when a decision is made to contract out work and the contracting out will displace bargaining unit members, such decisions shall be made only after the affected Department/Division has prepared an analysis for submission to the Board of Examiners (BOE) regarding the potential costs and other benefits which would result from contracting out of the work in question.

**ARTICLE 5. LAYOFF & REEMPLOYMENT**

**5.1 LAYOFF**

5.1.1 The Employer may lay off employees whenever it is determined to be necessary because of a position being abolished, lack of work, lack of funds, or other reasons that do not reflect discredit on the services of the employees.

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

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

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

5.1.5 The Department or Division will notice employees affected by the layoffs and the Union of intended layoffs within thirty (30) calendar days of the effective date of layoffs.

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

5.1.6.1 Emergency employees.

5.1.6.2 Temporary employees.

5.1.6.3 Provisional employees.

5.1.6.4 Probationary employees.

5.1.7 If additional reductions are necessary, permanent employees will be transferred, take a voluntary demotion, or be laid off in descending order of seniority in the job classifications identified for lay off.

5.1.8 Employees affected by the layoff shall be provided rights pursuant to NRS 286.3007.

## **5.2 TRANSFERS**

- 5.2.1 If an employee is eligible to transfer, they will be provided the position and location where they have a right to transfer.
- 5.2.2 An offer of a transfer must be responded to in writing within five (5) business days of receipt of the offer.
- 5.2.3 An employee who transfers will be paid at the same grade and step they held in their pre-transfer position.

## **5.3 VOLUNTARY DEMOTIONS**

- 5.3.1 If an employee is eligible to take a voluntary demotion, they will be provided the position and location where the voluntary demotion is situated.
- 5.3.2 An offer of a voluntary demotion must be responded to in writing within five (5) business days of receipt of the offer.
- 5.3.3 If an employee accepts a voluntary demotion, they will be paid at a step in the grade of the class to which they were demoted which is equal to or less than the base rate of pay from which they were demoted, but not greater than the highest step of the class to which they were demoted.

## **5.4 LAYOFF**

- 5.4.1 An affected permanent employee shall be compared for the purposes of seniority relative to layoff only with other employees in the same Department or Division affected by the reduction in force.

# **ARTICLE 6. SEPARATION**

## **6.1 RESIGNATION**

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

## **6.2 DISABILITY SEPARATION**

- 6.2.1 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 the Employer determines that every option available under the Employer's Reasonable Accommodation process has been exhausted.

## **6.3 REINSTATEMENT FROM DISABILITY SEPARATION**

- 6.3.1 A permanent employee who is separated because of a physical, mental or emotional disorder is eligible for reinstatement pursuant to NAC 284.386 if the employee recovers from the disorder. Upon reinstatement, the employee's State seniority shall be reinstated, and the employee shall be reinstated at the same pay grade and step previously held at their separation.

## **ARTICLE 7. HOURS OF WORK**

7.1 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. This Article shall not be construed as a guarantee of any particular work schedule for employees covered under this Agreement.

7.2 Employees are also required to comply with Department and Division policies, Executive Orders, and Administrative Regulations, as amended, with respect to their hours of work.

### **7.3 WORK SCHEDULES**

7.3.1 State Employees' official workweek for the purposes of payroll begins on Monday at 0000 hours and ends at 2359 hours on the following Sunday.

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

7.3.3 Work schedules for employees covered under this Agreement will be assigned according to Department or Division policy.

7.3.4 Work schedule will normally include two (2) consecutive regular days off ("RDO's"); however, the employee's Department or Division may adjust their regular work schedule with prior notice of fourteen (14) calendar days to the employee.

7.3.5 Work schedules may consist of one of the following combinations of daily work hours, meal breaks, and rest periods during a workweek:

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

7.3.5.2 Ten (10) hours per workday, four (4) days per workweek with three (3) RDO's. Employees will have a minimum of 2 consecutive days off.

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

7.3.5.4 A forty (40) hour per workweek variable and flexible schedule.

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

7.3.5.6 The Employer or the employee may terminate the variable and flexible schedule with fourteen (14) calendar days' notice.

7.3.6 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s). Departments/Divisions are responsible for determining the schedules employees will work based on operational need.

7.3.7 The Employer reserves the right to rescind an employee's innovative or flexible work schedule in conjunction with disciplinary action in the event a performance issue arises. An employee who feels their schedule has been changed for arbitrary reasons or as a punitive measure may file a grievance under Article 13, Grievance Procedure.

### **7.4 ALTERNATE WORK SCHEDULES**

- 7.4.1 Alternate workweeks and work shifts of different numbers of hours may be established for Overtime-eligible employees by the Employer in order to meet business and customer service needs, as long as the alternate work schedules meet Federal and State laws. Such schedules will first be assigned on a volunteer basis. Where there are more volunteers than available schedule slots, the slots will be awarded to employees with the greatest seniority in descending order. If there are not enough volunteers to fill required schedule slots, then employees shall be selected based on reverse seniority for the alternate work schedules, subject to the Department's/Division's assessment of safety and security requirements, appropriate skills, training, and business and operational needs. Once an alternative schedule has been agreed to, it may be rescinded by the Employer giving fourteen (14) days' notice.
- 7.4.2 The Employer may disapprove requests if there are performance or attendance concerns. Previously approved alternate work schedules may be rescinded by the Employer if business and customer service needs are no longer being met.

#### **7.5 EMPLOYEE-REQUESTED SCHEDULE CHANGES**

- 7.5.1 An employee's workweek and work schedule may be changed at their request and with the Employer's approval, provided the Employer's business and customer service needs are met and no Overtime expense is incurred. The Employer may disapprove requests if there are performance or attendance concerns.

#### **7.6 TEMPORARY SCHEDULE CHANGES**

- 7.6.1 An employee's workweek and/or work schedule may be temporarily changed with fourteen (14) Workdays prior notice from the Department or Division.
- 7.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less.
- 7.6.3 Employees will receive fourteen (14) calendar days' written notice of any Temporary Schedule Change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that the notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of Temporary Schedule Change by informing their supervisor of such acknowledgement within the fourteen (14) calendar day notice period.
- 7.6.4 Employees will be chosen for Temporary Schedule Changes based on skills and abilities to perform the duties required by the Employer.
- 7.6.5 Temporary schedule changes will be assigned based on a most senior volunteer basis first, then by using the least senior non-volunteer process if necessary.

#### **7.7 PERMANENT SCHEDULE CHANGES**

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

## **7.8 EMERGENCY SCHEDULE CHANGES**

- 7.8.1 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, or unforeseen and urgent operational needs.

## **7.9 ANNUAL LEAVE BID**

- 7.9.1 Departments/Divisions that do not have Annual Leave bidding shall not be required to implement bidding as a result of this Agreement.
- 7.9.2 For the purposes of Annual Leave bidding processes negotiated in conjunction with this Agreement, employees with greater State Seniority shall be eligible to bid first.

## **7.10 SENIORITY**

- 7.10.1 "Seniority" means the length of service the employee has served with the State of Nevada or NSHE.
- 7.10.2 Where two (2) or more employees have the same seniority dates for determining job rights, then seniority shall be based on the employee with the lowest Employee Identification Number.

## **7.11 SHIFT TRADES**

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

## **7.12 MAKE-UP TIME**

- 7.12.1 When employees are late for work and have called in or made a reasonable attempt to do so, the Employer, if possible, may allow them to make up the lost work time within the same work week. Such approval shall not unreasonably be denied.

## **7.13 MEAL BREAKS & REST PERIODS**

- 7.13.1 Unpaid Meal Breaks

- 7.13.1.1 Unpaid meal breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than a normal workday will be allowed an additional thirty (30) minute unpaid meal break.
- 7.13.1.2 When an employee's unpaid meal break is interrupted by work duties, the employee will be allowed to resume their unpaid meal break following the interruption, if possible, to complete the unpaid meal break. In the event an employee is unable to complete the unpaid meal break due to an operational necessity, they will be entitled to compensation, which will be computed based on the actual number of minutes worked within the unpaid meal break.
- 7.13.1.3 Meal breaks and rest periods may not be used for late arrival or early departure from work and meal breaks and rest periods will not be combined.

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

- 7.13.2.1 Employees working straight shifts will not receive a paid meal break but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal breaks for employees on straight shifts do not require relief from duty.

#### 7.13.3 Rest Periods

- 7.13.3.1 Employees will be allowed one (1) rest period of fifteen (15) minutes for each one-half (1/2) shift of three (3) or more hours worked at or near the middle of each one-half (1/2) shift of three (3) or more hours. Rest periods do not require relief from duty.
- 7.13.3.2 Where the nature of the work allows employees to take intermittent rest periods equivalent to fifteen (15) minutes for each one-half (1/2) shift, scheduled rest periods are not required.
- 7.13.3.3 Rest periods may not be used for late arrival or early departure from work and rest periods and meal breaks will not be combined.

### **7.14 TIME REPORTING**

- 7.14.1 Employees will accurately report time worked in accordance with the time reporting process as determined by each Department/Division.

### **7.15 OVERTIME-EXEMPT EMPLOYEES**

- 7.15.1 Overtime-exempt employees are not covered by Federal and State Overtime laws. Compensation is based on the premise that Overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. The Employer's policy for all Overtime-exempt employees is as follows:
  - 7.15.1.1 The Employer determines the products, services, and standards that must be met by Overtime-exempt employees.
  - 7.15.1.2 Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from the Employer to complete work assignments by specific deadlines. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

- 7.15.1.3 The salary paid to Overtime-exempt employees is full compensation for all hours worked. Overtime-exempt employees' salary includes straight shift time for holidays. An Overtime-exempt employee whose Employer requires them to work on a holiday will be paid their regular hourly rate and an additional rate of one and one-half (1½) times the employee's regular hourly rate of pay for the time worked.
- 7.15.1.4 Employees will consult with their supervisors to adjust their work hours to accommodate the appropriate balance between extended work time and offsetting time off. Where such flexibility does not occur or does not achieve the appropriate balance, and with the approval of their Department/Division head, or designee, Overtime-exempt employees will accrue Compensatory Time for additional hours worked. Such approval will not be arbitrarily withheld.
- 7.15.1.5 If they give notice and receive the Employer's approval, Overtime-exempt employees may alter their work hours. Employees are responsible for keeping the Employer apprised of their schedules and their whereabouts during the workday.

## **ARTICLE 8. COMPENSATION**

### **8.1 SALARY PAYMENT**

- 8.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade there are at least ten (10) steps. Employees pay rates are set within a salary grade at a specific step.
- 8.1.2 Appendix A "Salary Schedules for Bargaining Unit C" details the salary schedules for employees covered under this Agreement.
- 8.1.3 Effective July 1, 2025, the salary schedules for Bargaining Unit C will reflect a cost-of-living increase of three percent (3%).
- 8.1.4 Effective July 1, 2026, the salary schedules for Bargaining Unit C will reflect a cost-of-living increase of three percent (3%).

### **8.2 RETENTION INCENTIVES**

- 8.2.1 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.

### **8.3 CONTINUITY OF SERVICE PAYMENTS**

- 8.3.1 Employees in Bargaining Unit C shall receive the same continuity of service payments in the same amounts, and under the same conditions, as those provided for by legislation enacted by the Nevada Legislature to Executive Department unclassified, non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

### **8.4 SALARY ADMINISTRATION**

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

## **8.5 SALARY RATE UPON INITIAL APPOINTMENT**

- 8.5.1 Upon initial appointment, an employee will be placed Step 1 at the appropriate salary grade for their job classification, with the exception of positions that have historically been difficult to recruit and fill and subject to the provisions of NAC 284.204.

## **8.6 SALARY RATE UPON PROMOTION**

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

## **8.7 SALARY RATE UPON DEMOTION**

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

## **8.8 MERIT PAY INCREASE**

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

## **8.9 CALLBACK PAY**

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

## **8.10 COMPENSATORY TIME**

- 8.10.1 An Overtime-eligible employee may accrue up to two hundred forty (240) hours of Compensatory Time at the rate of one and one-half (1½) times their regular hourly rate of pay for each hour of time worked where such time worked would otherwise be compensated by Overtime Pay. At the time Overtime is offered, an employee will have the option of electing Compensatory Time. Cash Overtime may be offered if the budget allows. Such election may affect an opportunity to work Overtime.
- 8.10.2 Any date to be taken off as Compensatory Time shall be scheduled by agreement between the supervisor and the employee. Approval of the use of Compensatory Time will be granted in a fair and equitable manner.
- 8.10.3 All unused Compensatory Time will be paid pursuant to NAC 284.

## **8.11 HOLIDAY PAY**

- 8.11.1 Holiday Premium Pay applies only to an employee's regularly scheduled work shift.

- 8.11.2 When an authorized holiday falls on an employee's regularly scheduled workday and the employee is not required to work, the employee shall be paid at their regular hourly rate of pay for the hours equal to their regularly scheduled work shift.
- 8.11.3 Full-time employees, whose normal work schedule does not include the day observed as a holiday, shall be entitled to time off equal to the employee's normal workday.
- 8.11.4 Employees required to work on the day a holiday is observed will receive 2X their regular hourly rate of pay for all hours actually worked on the holiday.
- 8.11.5 An employee that elects to exchange their holiday day off within the pay period, is not eligible to receive Holiday Premium Pay for working on the observed holiday. Employees who work a portion of their shift on the day a holiday is observed shall still receive Holiday Pay equal to the number of hours in their regularly scheduled shift.
- 8.11.6 Holiday Premium Pay will only be paid for the hours equal to an employee's regularly scheduled work shift.
- 8.11.7 Employees shall not receive Holiday Premium Pay and Overtime pay for the same hours, except that if an employee is ordered to work on an observed holiday that would otherwise be their RDO, they will either:
  - 8.11.7.1 Be paid their regular hourly rate of pay for their regularly scheduled work shift in addition to Holiday Premium Pay for their regularly scheduled hours actually worked the holiday; or
  - 8.11.7.2 If being ordered to work creates an overtime scenario, they will be paid Overtime for all hours actually worked and Holiday Premium Pay for the hours equal to their regularly scheduled work shift.
- 8.11.8 Employees shall not receive both a day off with pay in observance of a holiday and Holiday Premium Pay.
- 8.11.9 Employees who are required to work on the day a holiday is observed may elect to have their Holiday Premium Pay be in the form of cash payment for the regularly scheduled hours actually worked or to accrue Compensatory Time.
- 8.11.10 Part-time employees will be paid for a holiday on a prorated basis.
- 8.11.11 Full time employees who have been in an unpaid status due to the use of LWOP on the workday prior to or directly following a holiday will be paid for the holiday provided they are in paid status for at least sixty percent(60%) of their regularly scheduled hours in the pay period during which the holiday falls.

## **8.12 OVERTIME**

- 8.12.1 The Employer shall compensate Overtime-eligible employees at the rate of one and one-half times (1½) their regular hourly rate of pay, including any pay differential, for hours worked in excess of their regularly designated workday or workweek if they are on a variable or innovative schedule agreement.
- 8.12.2 Overtime will be administered in accordance with NRS 284.
- 8.12.3 For the purposes of this Article, "hours worked" includes all hours in pay status.
- 8.12.4 If Overtime is required, the Employer shall first offer Overtime to the employees at the work site who are most qualified to perform the necessary tasks.

- 8.12.5 If more than one equally qualified employee volunteers to work an Overtime assignment, the Overtime shall be assigned based on the order of highest continuous State seniority, during an emergency situation and rotated in a fair and equitable manner.
- 8.12.6 If no volunteers are available, then the Employer will designate employees who are capable and qualified to perform the work based on reverse continuous State seniority. Mandatory Overtime assignments shall be rotated in a fair and equitable manner.
- 8.12.7 The Employer shall have the right to require employees to work Overtime consistent with this Agreement.

### **8.13 SHIFT DIFFERENTIAL PAY**

- 8.13.1 Employees whose regularly scheduled work shift includes working between the hours of 6:00 p.m. and 7:00 a.m. shall be paid, in addition to their regular hourly rate of pay, either \$1.50 per hour or five percent (5%) of their regular hourly rate of pay, for each hour of work between 6:00 p.m. and 7:00 a.m., whichever amount is higher.
- 8.13.2 For employees whose shift includes four (4) or more within the qualifying period as stated above, all hours of their shift shall be eligible for shift differential pay.

### **8.14 SPECIAL ADJUSTMENTS TO PAY**

#### **8.14.1 Acting Pay**

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

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

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

- 8.14.1.2 The start of the consecutive business days will occur based on the first day the employee is actually working and has assumed the "acting" operational responsibilities.

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

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

#### **8.14.2 Bilingual Pay**

- 8.14.2.1 An employee who is required to use bilingual skills or sign language for persons who are deaf at least ten percent (10%) of their work time will be eligible for additional compensation equivalent to five percent (5%) of their base rate of pay

- 8.14.2.2 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.

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

#### 8.14.3 Standby Pay

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

8.14.3.2 An employee, including those on standby status, will be compensated for all the time worked for receiving or responding to work-related calls, unless otherwise provided for in this agreement.

#### 8.14.4 Equipment

##### 8.14.4.1 Tools, Equipment, and Resources:

8.14.4.1.1 Employees shall receive the necessary tools, equipment, and resources necessary to their jobs, including tools, equipment, and resources in accordance with NRS and NAC 284. Departments/Divisions must approve and maintain a list of tools which are required.

##### 8.14.4.2 Tool Allowance:

8.14.4.2.1 Employees eligible to receive a Tool Allowance as certified by their job classification and/or their Department/Division shall receive one thousand two hundred dollars (\$1,200.00) per fiscal year, to be distributed evenly in each paycheck.

8.14.4.3 Reimbursement for the use, loss, theft, or breakage of tools shall be authorized in accordance with NAC 284.294 (2).

## **ARTICLE 9. LEAVE**

### ***PART I – PAID LEAVE***

#### **9.1 ADMINISTRATIVE LEAVE**

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

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

#### **9.2 ANNUAL LEAVE**

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

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

##### 9.2.3 Accrual

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

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

- 9.2.3.1.2 Employees with ten (10) to fourteen (14) years of full-time continuous service will accrue twelve (12) hours of Annual Leave per month.
- 9.2.3.1.3 Employees with fifteen (15) or more years of full-time continuous service will accrue fourteen (14) hours of Annual Leave per month.
- 9.2.3.1.4 Part-time employees will accrue Annual Leave on a pro-rated basis for hours worked during a pay period.
- 9.2.3.1.5 Employees in an unpaid status, such as LWOP or a leave of absence, will accrue Annual Leave on a pro-rated basis for hours worked during a pay period.

#### 9.2.4 Annual Leave Usage

- 9.2.4.1 Employees must submit Annual Leave requests in writing using the administrative program utilized by the Appointing Authority.
- 9.2.4.2 Requests for Annual Leave will be approved or denied by the Department/ Division as soon as practicable but no later than fifteen (15) calendar days after the request is received. It is the requesting employee's responsibility to ensure their Annual Leave request has been received by their Department/ Division.
- 9.2.4.3 Unless the parties negotiate otherwise during supplemental negotiations, leave shall be granted on a first come – first serve basis.

#### 9.2.5 Annual Leave Cash Out

- 9.2.5.1 Employees covered under this Agreement shall have the opportunity to cash out Annual Leave twice per fiscal year, once in November and once in May, up to (40) hours per instance, so long as after cash out they have a remaining balance that is greater or equal to two hundred (200) hours of banked Annual Leave.
- 9.2.5.2 Upon separation from State service, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the employee has six (6) months of continuous full-time service.
- 9.2.5.3 Upon the death of an employee in State service, the employee's estate will be compensated in a lump sum payment for any accrued but unused Annual Leave hours in the employee's Annual Leave bank.

### 9.3 ***CATASTROPHIC LEAVE***

- 9.3.1 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.
- 9.3.2 In addition to the above requirements, an employee must have exhausted all their accrued Compensatory Time, Sick Leave, and Annual Leave. The employee must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an employee can be approved to use in a calendar year is one thousand forty (1,040).
- 9.3.3 An employee may donate to their specific employing Department/Division Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific employee in any branch of State service who is approved to receive Catastrophic Leave.

- 9.3.4 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.

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

- 9.4.1 An employee who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable. If the employee must serve during a regularly scheduled workday, they will be entitled to their regular hourly rate of pay for their regularly scheduled daily work hours and will be allowed to retain any compensation awarded by the court for jury service.
- 9.4.2 When an employee who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the employee's work schedule according to one (1) of the alternative work schedules below.
- 9.4.2.1 Working Prior to Jury Duty Reporting Time
- 9.4.2.1.1 If the employee is assigned to the graveyard shift and is ordered to appear for jury duty the same day, they will be relieved of duty no less than eight (8) hours prior to their scheduled jury duty appearance time; or,
- 9.4.2.2 Working After Jury Duty Reporting Time
- 9.4.2.2.1 If the employee is assigned to the graveyard shift and is ordered to appear for jury duty the same day, they will have their reporting time adjusted for the actual time spent serving jury duty. The employee will report late to the next shift the same number of hours spent serving jury duty. Employees will notice the on-duty supervisor of the number of hours needed for the shift adjustment as soon as they are released from their appearance in court.
- 9.4.3 In the event the employee serves for four (4) or more hours on the day of their appearance for jury duty, including their time going to and returning from the place where the court was held, the employee shall be relieved of duty for the entire shift.
- 9.4.4 Civil Leave may also be granted if an employee needs time away from work to vote and it is impractical to vote before or after their scheduled work shift.
- 9.4.5 No civil or criminal case in which the employee has a personal interest shall be covered by this Section of the Agreement.

#### **9.5 INTERVIEW LEAVE**

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

#### **9.6 COMPENSATORY TIME**

- 9.6.1 As defined in Article 8, Compensation.

#### **9.7 HOLIDAYS**

- 9.7.1 Employees will be provided with the following paid non-working holidays per year, pursuant to NRS 236.015:
- New Year's Day – January 1
  - Martin Luther King Jr.'s Birthday - Third Monday in January
  - Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Juneteenth – June 19

Independence Day – July 4

Labor Day – First Monday in September

Nevada Day Observed – Last Friday in October

Veterans’ Day - November 11

Thanksgiving Day - Fourth Thursday in November

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

Christmas Day - December 25

### 9.7.2 Holiday Observance Days

9.7.2.1 For full-time employees with a Monday through Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday will be observed as the holiday. When a designated holiday falls on a Sunday, the succeeding Monday will be observed as the holiday.

9.7.2.2 For full-time employees who do not have a Monday through Friday work schedule, when a designated holiday falls on their scheduled workday, that day will be considered the holiday. When a designated holiday falls on the employee’s RDO, the Department/Division will treat the employee’s workday immediately before or immediately after as the holiday.

9.7.2.2.1 An employee may request an alternate day off as their holiday if the requested day off falls within the same pay period as the holiday. The Department/Division may approve or disapprove the request.

9.7.2.2.2 The holiday for graveyard shift employees whose work schedule begins on one calendar day and ends on the next will be determined by the Department/Division. The holiday will start either at the beginning of the scheduled graveyard shift that begins on the calendar day designated as the holiday, or the beginning of the shift that precedes the calendar day designated as the holiday.

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

### 9.7.3 Holiday Compensation Rules

9.7.3.1 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.

9.7.3.2 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.

9.7.3.3 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.

## 9.8 **MILITARY LEAVE**

- 9.8.1 Pursuant to NRS 281.145, employees who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) business days during each twelve (12) month period.
- 9.8.2 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.
- 9.8.3 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.
- 9.8.4 Employees will provide a copy of any orders for military duty to their Departmental or Divisional Human Resources Office.
- 9.8.5 An employee returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment & Reemployment Rights Act (USERRA).

## **9.9 PERSONAL LEAVE**

- 9.9.1 Full time employees shall be credited with the hours equal to their regularly scheduled work shift for four (4) Personal Leave days each calendar year regardless of hire date.
- 9.9.2 Part-time employees shall be credited with sixteen (16) hours of Personal Leave each calendar year regardless of hire date.
- 9.9.3 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.
- 9.9.4 If an employee transfers from a position covered under this Agreement into another position covered under this Agreement, any credited and unused Personal Leave Days shall transfer with the employee.
- 9.9.5 An employee who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.
- 9.9.6 Personal Leave will expire on December 31 each calendar year. Personal Leave may not be carried over from one calendar year to the next and has no cash value upon separation from State service.

## **9.10 SICK LEAVE**

- 9.10.1 Accrual
  - 9.10.1.1 A full-time employee in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.
  - 9.10.1.2 Part-time employees will accrue Sick Leave on a pro-rated basis for hours worked in a pay period.
  - 9.10.1.3 Employees in an unpaid status will accrue Sick Leave on a prorated basis for hours worked in a pay period.
- 9.10.2 Carry Forward & Transfer

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

### 9.10.3 Sick Leave Use

- 9.10.3.1 Sick Leave may be used for the following reasons:

- 9.10.3.1.1 Time away from work due to a personal illness, injury, mental health needs, or medical disability that prevents the employee from performing their job.
- 9.10.3.1.2 Time away from work to attend personal medical, mental health, or dental appointments.
- 9.10.3.1.3 Time away from work to care for family members based on the Family & Medical Leave Act (FMLA). Family member is defined to include:
  - 9.10.3.1.3.1 Child.
  - 9.10.3.1.3.2 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.
  - 9.10.3.1.3.3 Spouse.
  - 9.10.3.1.3.4 Registered domestic partner.
  - 9.10.3.1.3.5 Grandparent.
  - 9.10.3.1.3.6 Grandchild.
  - 9.10.3.1.3.7 Sibling.
- 9.10.3.1.4 Time away from work due to exposure of the employee to contagious disease when attendance at work would jeopardize the health of others if such leave is not covered by Administrative Leave or other leave.
- 9.10.3.1.5 Time away from work due to an employee's place of business being closed by order of a public official or for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 9.10.3.1.6 Time away from work to attend preventive health care appointments of family or household members, up to one (1) day for each occurrence, if arranged in advance with the Department/Division.
- 9.10.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary for the planning and care of a minor/dependent child who requires coordinated care of services in the home or school setting.
- 9.10.3.1.8 Time away from work to be with member(s) of the employee's household who experience injury or illness.

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

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

- 9.10.4.2 An employee returning to work after a Sick Leave absence involving a non-industrial injury that may affect the employee's ability to perform essential functions may be required to provide written certification from their treating health care provider that clearly states that they are able to return to work and perform the essential functions of their job, with or without reasonable accommodation. Employees will be given sufficient notice for a requirement of documentation prior to returning.
- 9.10.4.3 If medical certification or verification is required for employees in Overtime-eligible positions, it shall be in accordance with the provisions of this Agreement.
- 9.10.5 Sick Leave Call-in for Employees in a Position Requiring Relief
  - 9.10.5.1 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice their supervisor as soon as practicable but, not less than one and one-half (1½) hours prior to their scheduled time to report to work.
- 9.10.6 Sick Leave Abuse
  - 9.10.6.1 Employees may be subject to progressive discipline when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental/Divisional Penalties & Prohibitions.
  - 9.10.6.2 When a supervisor suspects Sick Leave abuse, they will notice the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.
  - 9.10.6.3 If the supervisor continues to suspect abuse of Sick Leave, the employee may be subject to the progressive disciplinary process under Article 12, Discipline.
  - 9.10.6.4 The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department/Division policy. The Employer will not discriminate or retaliate against an employee for the use of Sick Leave.

## **9.11 UNION LEAVE**

- 9.11.1 See Article 15, Union Rights.

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

- 9.12.1 General Provisions
  - 9.12.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
  - 9.12.1.2 If an employee incurs a work-related injury or illness they must notify their supervisor immediately. Within seven (7) days of the work-related incident, the employee must complete the C-1 Notice of Injury or Occupational Disease form.
  - 9.12.1.3 Employees are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.
  - 9.12.1.4 The employee's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) business days of notice of the incident.

9.12.1.5 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, employees may contact the Workers' Compensation Administrator directly. The Employer will abide by Federal and State law regarding work-related injury and illness.

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

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

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

#### 9.12.3 Return-to-Work

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

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

### ***PART II – UNPAID LEAVE***

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

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

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

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

9.13.2.2 Obtain counseling or assistance; and/or,

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

9.13.2.4 Establish a safety plan.

9.13.3 A Department/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/Division.

#### ***9.14 BEREAVEMENT LEAVE***

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

- 9.14.2 Employees may use Sick Leave during their time away from work for bereavement.
- 9.14.3 In the event an employee needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department/Division.

**9.15 LEAVE WITHOUT PAY (LWOP)**

- 9.15.1 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.

**9.16 LEAVE OF ABSENCE WITHOUT PAY**

- 9.16.1 A leave of absence without pay may be approved for up to one (1) year by a Department/Division head, or designee, for any satisfactory reason. The Human Resource Commission, upon recommendation of the Department/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.
- 9.16.2 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.

**9.17 FAMILY & MEDICAL LEAVE**

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

**9.18 MILITARY LEAVE - UNPAID**

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

**ARTICLE 10. WORK PERFORMANCE**

- 10.1 The Employer will evaluate employee work performance according to established work standards and performance elements derived from an employee's position description and shall include the regular and recurring duties assigned to the employee. Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position, pursuant to NAC 284.468. to NAC 284.480, et., seq.

**10.2 COACHING & COUNSELING**

- 10.2.1 Performance concerns 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 concern before it is mentioned in an annual performance evaluation.

- 10.2.2 Coaching & Counseling gives supervisors an opportunity to discuss performance elements and standards, expectations, and performance outcomes with their employees in a non-punitive setting; however, Coaching & Counseling documentation may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 10.2.3 Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, performance elements, and performance outcomes and to provide support to employees so that skills and abilities can be aligned with work standards.
- 10.2.4 Coaching & Counseling sessions will be documented in the Supervisor File.

### **10.3 *LETTERS OF INSTRUCTION***

- 10.3.1 A Letter of Instruction is a document to provide an employee coaching or performance management tools to address the job performance and/or behavior of the employee; and provide evidence of the job performance or behavior expected of the employee; and is not part of the formal disciplinary process.
- 10.3.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 10.3.3 Letters of Instruction should not be issued to employees whose leave balance falls below ten (10) hours, due to time spent on FMLA.
- 10.3.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

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

- 10.4.1 If an employee is having performance issues, a meeting may be held between the Department or Division supervisor or management and the employee, The function of this meeting is to discuss the parameters of a PIP designed to help the employee meet identified work performance standards.
- 10.4.2 A copy of the PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Department or Division Personnel File.
- 10.4.3 An employee who is placed on a PIP will be given an opportunity to comply with the parameters detailed in the PIP (which may include additional training, recertification, or recommendations for improvement) before discipline is administered for the employee's conduct and/or performance and will include a clearly defined timeline during which the employee is expected to comply with the parameters of the PIP. Performance Improvement Plans may not be used to circumvent the discipline process.

### **10.5 *PERFORMANCE EVALUATION REVIEW***

- 10.5.1 In the event an employee disagrees with an annual performance evaluation, the employee may request a review. Such a request must be made in writing, must identify specific points of disagreement, and must be submitted to their immediate supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department or Division to assess the request. If the reviewing officer is not the Appointing Authority, the Reviewing Officer must submit to the Appointing Authority a recommendation to uphold or modify the report on performance. The Appointing Authority shall review the recommendation of the Reviewing Officer regarding the contested report on performance and render a final decision to the employee within ten (10) business days after receiving the recommendation. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.
- 10.5.2 Completed performance evaluations will be filed in the employee's official Central Records File and may be placed in the Departmental or Divisional Personnel File for reference.

## **10.6 PERFORMANCE APPRAISALS**

- 10.6.1 When a report on performance is given which reports the overall rating of performance of an employee as substandard:
  - 10.6.1.1 The report must contain a written notice that such reports affect merit pay increases; and,
  - 10.6.1.2 An additional report on the performance of the employee must, in accordance with NRS 284.340(4), be filed at least once every ninety (90) days after the initial report that includes the substandard rating until the performance of the employee improves to standard or disciplinary action is taken against the employee.

## **ARTICLE 11. RECORDS MANAGEMENT**

- 11.1 The Employer has the authority to maintain secure files on each employee.
- 11.2 An employee may examine their own file(s) by contacting their Department or Division Human Resources Office for their Department or Division file(s) and/or the appropriate NSHE Human Resources or Central Records Unit for their central records file.
- 11.3 The Employer will provide access to the file(s) as soon as possible but not more than fifteen (15) business days from the date of request. Review of the file(s) will be during business hours, unless otherwise arranged. An employee will not be required to take leave to review the file(s). An employee may include commendations or other positive accolades in their NSHE or Central Records Personnel File by sending a copy of such a record to the appropriate Human Resources.
- 11.4 Written authorization from the employee is required before any representative of the employee will be granted access to the file(s). The employee and/or representative may not remove any contents; however, an employee may provide a written rebuttal to any information in the file(s) that they consider objectionable, and the responses shall be included at the employee's request.
- 11.5 The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedure governing records management.

### **11.6 FILE TYPES**

- 11.6.1 The following are the types of files that may be maintained on each employee.
- 11.6.2 Medical File
  - 11.6.2.1 A separate and confidential file maintained by the employee's Department or Division in accordance with federal and State laws.
- 11.6.3 Payroll File
  - 11.6.3.1 A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.
- 11.6.4 Personnel Files
  - 11.6.4.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit.
  - 11.6.4.2 One (1) official Personnel File may also be maintained by the employee's Department or Division Human Resources Office.
  - 11.6.4.3 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, policy acknowledgements, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that is requested to be included in the file.
- 11.6.5 Supervisor File
  - 11.6.5.1 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.
  - 11.6.5.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.
  - 11.6.5.3 Supervisor Files will be maintained in a secure location and are confidential to the extent allowed or required by federal and State law.
- 11.6.6 Training File
  - 11.6.6.1 The Employer may maintain a record of all training the employee has taken while in active service. Employees may request a copy of their training record. The Employer will provide either a hard copy or electronic access to the employee's training record. If an employee provides documentation to the Employer of completed work-related training, it will be recorded in the training record maintained in the employee's Training File

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

- 11.7.1 A Letter of Instruction will be considered for the purposes of evaluating disciplinary action for no longer than twelve (12) months from the date of issuance, so long as discipline did not result from non-compliance with the Letter of Instruction.
- 11.7.2 An Documented Verbal Warning will be considered for the purposes of evaluating further disciplinary action no later than twelve (12) months from the date of issuance, so long as further discipline did not result for similar violations.
- 11.7.3 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations.

- 11.7.4 Suspensions of five (5) days or less may be considered no longer than five (5) years from the date of issuance, so long as no further discipline resulted for similar violations.
- 11.7.5 Suspensions of more than five (5) days and/or demotions or any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.

### **11.8 CONFIDENTIALITY**

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

### **11.9 PUBLIC RECORDS**

- 11.9.1 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 information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

## **ARTICLE 12. DISCIPLINE**

- 12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee will not discipline an employee without Just Cause, as defined in this Agreement.
- 12.2 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized and complied with except modified as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.
- 12.3 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for egregious or criminal acts, or conduct that creates public safety, employee safety, inmate safety, and/or patient safety concerns.

### **12.4 PROGRESSIVE DISCIPLINE**

- 12.4.1 The Employer may take the following progressive disciplinary actions against any employee, in order of severity:
  - 12.4.1.1 Documented Verbal Warning
  - 12.4.1.2 Written Reprimand
  - 12.4.1.3 Suspension Without Pay
  - 12.4.1.4 Demotion
  - 12.4.1.5 Dismissal from Service
- 12.4.2 Multiple Verbal Warnings, Written Reprimands and Suspensions may be utilized before resorting to more severe disciplinary action.

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

- 12.5.1 A Last Chance Agreement (LCA) is designed to explicitly detail the employee's work performance deficits, expectations for improvement, and the consequences of failure to improve performance, up to and including dismissal from service.
- 12.5.2 In the event an employee continues to have documented performance issues after being subject to corrective action and progressive discipline, the Appointing Authority, or designee, may at their sole discretion, elect to enter into an LCA with that employee prior to executing dismissal from service.
- 12.5.3 A copy of the LCA will be provided to the employee and will be filed in the Supervisor File, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate NSHE Records or Central Records Unit.
- 12.5.4 An LCA is not subject to the Grievance Procedure or any appeal process, as it is a voluntary agreement entered into between the Employer and the employee.

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

- 12.6.1 The Employer may discipline an employee for reasons related to their performance.
- 12.6.2 Disciplinary action for performance-related reasons may be imposed subsequent to repeated and documented failure on the part of the employee to improve within a reasonable period of being made aware of specific deficiencies.
- 12.6.3 The Employer will:
  - 12.6.3.1 Notify the employee in writing of the deficiency and provide an explanation of the Employer's position.
  - 12.6.3.2 The notice shall include:
    - 12.6.3.2.1 Specific instances of unacceptable performance by the employee on which the proposed action is based.
    - 12.6.3.2.2 The performance standards/elements of the employee's job classification involved in each specification of unacceptable performance; and,
    - 12.6.3.2.3 A description of the efforts made by the Employer to assist the employee in improving performance.
  - 12.6.3.3 Meet with the employee, and their Union Steward (if chosen) to hear the employee's explanation, unless the employee is unavailable or unwilling to meet; and,
  - 12.6.3.4 After determining the appropriate discipline, give the employee written notice of the disciplinary action to be taken, and the employee's appeal rights, and inform the employee of the effective date of the disciplinary action.

## **12.7 INVESTIGATIONS**

- 12.7.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action.
- 12.7.2 A short-term change in assignment, Work Area and or Duty Location as a temporary measure during or pursuant to an administrative or criminal investigation of an employee is a management right, and it shall not be considered discipline under this Agreement.

- 12.7.3 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.
- 12.7.4 An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee.
- 12.7.5 At the outset of a meeting where the Employer is investigating any employee for possible disciplinary action, the Employer's representative shall advise the employee of the nature of the meeting. If the employee reasonably believes an investigative interview may result in disciplinary action, the employee may request to have the meeting rescheduled for another reasonable time in order to secure Union representation during the interview. During an employee's investigative interview, the union representative/steward shall be permitted to ask clarifying questions.
- 12.7.6 An employee may refuse to answer questions of a supervisor pertaining to suspected criminal conduct until the employee has obtained legal advice and/or counsel. The employee shall be given a reasonable period of time to secure counsel. Time used by the employee to seek legal advice and/or counsel will not be counted towards the investigation timeframe.
- 12.7.7 If a supervisor meets with an employee to discuss a matter of performance or behavior, the meeting shall be held in a private location. In all cases, the Employer and the Union agree that the confidentiality of the disciplinary process shall be maintained, and disclosure of information related to the disciplinary process, or the discipline of an employee shall be limited to those individuals who have official responsibilities related to the discipline.
- 12.7.8 An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 Specificity of Charges form within ninety (90) calendar days after the employee is provided notice of the allegations, unless the Appointing Authority, or designee, requests an extension, pursuant to NAC 284.6555. Under no circumstances will an investigative interview be postponed for longer than ten (10) business days. If an interview is rescheduled by the employee or the Union, the time it took to reschedule shall not be counted towards the ninety (90) days to complete the investigation.
- 12.7.9 The Employer must provide the employee and Union ([info@nvafscme.org](mailto:info@nvafscme.org)) a copy of the extension requests at the time the request is made, and a copy of the approved extension notice at the time it is approved.
- 12.7.9.1 Adjudications are based upon a review of the completed misconduct investigation report and consideration of the evidence and statements presented in the investigation.
- 12.7.9.2 The Appointing Authority, or their designee, will make a finding of whether each allegation is sustained or not sustained.
- 12.7.9.3 If an allegation is sustained, the Appointing Authority shall determine whether disciplinary action is appropriate, and what level of discipline to impose.

12.7.9.4 In determining the level of discipline to impose, the Appointing Authority, or designee, will consider progressive discipline and the seriousness of the offense. The Employer must provide the employee under investigation with a notice of an extension at the time the extension is approved.

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

## **12.8 PRE-DISCIPLINARY REVIEW**

12.8.1 A Pre- Disciplinary Review is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet together to discuss the proposed disciplinary action. If, following an investigation, an Appointing Authority, or designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre- Disciplinary Review before the proposed action must be followed:

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

12.8.1.2 If the Appointing Authority, or designee, and the employee agree, the date of the Pre- Disciplinary Review may be changed. The employee may waive the right to a Pre- Disciplinary Review before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted, or dismissed from service before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.

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

12.8.2 At any time after receiving the HR-41 and before the Pre-Disciplinary Review, the employee may examine any material the designated representative conducting the Pre-Disciplinary Review receives. The employee may submit a response to the material to the Appointing Authority, or designee, who shall take the response into consideration before a recommendation to impose punitive action against the employee is taken.

12.8.3 The employee may request one day of Administrative Leave with pay to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal from service. The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.

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

## **12.9 CONFIDENTIALITY**

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

## **12.10 GRIEVANCES OF DISCIPLINARY ACTION**

- 12.10.1 An employee may file a grievance relative to disciplinary action under Article 13, Grievance Procedure within twenty (20) business days, or file an appeal to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.
- 12.10.2 Once an employee has properly filed a grievance under Article 13, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

## **ARTICLE 13. GRIEVANCE PROCEDURE**

- 13.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event that a dispute is not resolved in an informal manner, this Article provides a formal process for dispute resolution.
  - 13.1.1 The grievance process outlined in this Article is to resolve disputes between an employee and the Employer, and it may not be used to resolve disputes between an employee covered under this Agreement and another State employee.
  - 13.1.2 “Grievance” is defined as any dispute that arises regarding an interpretation, application, or alleged violation of any of the provisions of this Agreement including, but not limited to:
    - 13.1.2.1 Compensation,
    - 13.1.2.2 Working hours,
    - 13.1.2.3 Working conditions,
    - 13.1.2.4 Union Membership (state proposed substitution),
    - 13.1.2.5 The administration and interpretation of this Agreement,
    - 13.1.2.6 The inconsistent application of policies or procedures relating to the employee’s employment,
    - 13.1.2.7 The applicability of any law, rule, or regulation relating to the employee's employment,
    - 13.1.2.8 Imposition of discipline, or
    - 13.1.2.9 Other adverse employment actions.
  - 13.1.3 The term “grievance” does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:
    - 13.1.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 19, Unlawful Discrimination.
    - 13.1.3.2 A change in classification or the allocation of positions (NRS 284.165)
    - 13.1.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
    - 13.1.3.4 A denial of Catastrophic Leave (NRS 284.3629)

- 13.1.3.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 284.641)
- 13.2 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.
- 13.3 If an employee is within a bargaining unit that has an exclusive representative, the employee has the right to present grievances to the Executive Department at any time and to have those grievances adjusted without the intervention of the exclusive representative if:
  - 13.3.1 The exclusive representative is provided a copy of the adjustment of the grievance; and the adjustment of the grievance is not inconsistent with the provisions of this Agreement or any supplemental bargaining agreement then in effect.
- 13.4 If the grievant requests the services of an exclusive representative to aid them in the grievance process, the grievant and the exclusive representative shall be present at all meetings regarding the grievance with management.
- 13.5 Grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within twenty (20) business days after the effective date of the discipline at the step set forth in Article 12, Discipline, or file an appeal to the Nevada State Human Resource Commission for review by a Hearing Officer within ten (10) business days, in accordance with NRS 284.390.
- 13.6 Probationary employees may not file a grievance under this Article, relating to their failure to complete, or the failure of their Probationary Period.

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

13.7.1 Procedure

- 13.7.1.1 All grievances shall be filed in the Employer’s electronic grievance reporting system at the step level specified below. If the employee or their representative does not have access to the Employer’s electronic grievance reporting system, a grievance may be filed in writing to the LRU.
- 13.7.1.2 A list of unresolved Grievances filed within the bargaining unit will be sent to the union weekly. Grievances and any responses will be provided to the union upon request.
- 13.7.1.3 Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant/Union and Employer.

13.7.2 Non-Disciplinary Grievances

13.7.2.1 Step 1 – Supervisor

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

13.7.2.2 Step 2 – Division Administrator

- 13.7.2.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may present the grievance to the Division Administrator within ten (10) business days from the date of the written response from the supervisor. The Division Administrator may designate a Deputy Division Administrator to respond on their behalf.
- 13.7.2.2.2 The Division Administrator, or their designee will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance, absent extenuating circumstances.
- 13.7.2.3 Step 3 – Department Director
  - 13.7.2.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may present the written grievance to the Department Director within ten (10) business days from the date of the written response from the Division Administrator or their designee. The Department Director may designate a Deputy Director to respond on their behalf.
  - 13.7.2.3.2 The Department Director, or their designee, will attempt to meet or confer by telephone with the grievant and their representative, if any, and will issue a response in writing within ten (10) business days following receipt of the grievance.
- 13.7.2.4 Step 4 – Formal Mediation
  - 13.7.2.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may escalate the grievance to the Labor Relations Unit (LRU) within ten (10) business days of receipt of the Step 3 decision, The LRU will attempt to meet or confer by telephone with the grievant and their representative, if any, to determine whether any resolution may be reached prior to Step 5 of this process.
  - 13.7.2.4.2 The LRU may request formal mediation with the parties and will facilitate scheduling the Federal Mediation & Conciliation Service (FMCS) and the grievant and their representative, if any. The formal mediation session shall be scheduled as soon as practicable considering the schedules of the Mediator and the parties.
  - 13.7.2.4.3 The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the formal mediation session. Any agreement reached during mediation to resolve the grievance will be memorialized in writing and include any necessary timelines. In the event a Department/Division does not comply with the mediated agreement, the grievant or their representative, if any, will submit an inquiry to the LRU. If, after the LRU has answered the inquiry, the Department/Division continues to fail to comply with the terms of the mediated agreement, the grievant may file a grievance which shall be filed at Step 3.
  - 13.7.2.4.4 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.
- 13.7.2.5 Step 5. Arbitration

- 13.7.2.5.1 If the grievance is not resolved at Step 4, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director or their designee.
- 13.7.2.5.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.
- 13.7.2.5.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

#### 13.7.2.6 Disciplinary Grievances

- 13.7.2.6.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1 – Supervisor Level.
- 13.7.2.6.2 Grievances of Written Reprimands will be filed at the Step 2 – Deputy Administrator level.
- 13.7.2.6.3 Grievances of a suspension, demotion or termination shall be filed at the Step 4 – Mediation.
- 13.7.2.6.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.
- 13.7.2.6.5 An employee in a bargaining unit who has been dismissed, demoted, or suspended may pursue a grievance related to that dismissal, demotion, or suspension through the grievance procedure provided in this Article; or the procedure prescribed by NRS 284.390.

#### 13.7.3 Arbitration Procedure

- 13.7.3.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) or American Arbitration Panel (AAA) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS or (AAA) as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.
- 13.7.3.2 If the selected arbitrator is unavailable within ninety (90) calendar days of their selection, the parties may, by mutual agreement, choose another arbitrator from the same list.

- 13.7.3.3 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The arbitrator's award shall be in writing and shall be final and binding.
- 13.7.3.4 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties except as in this article Grievance Procedure. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
- 13.7.3.5 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case or an appeal under NRS 284, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
- 13.7.3.6 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.

#### 13.7.4 Contents of Grievance

- 13.7.4.1 The name of the grievant.
- 13.7.4.2 The grievant's job classification, Department, Division, and Section.
- 13.7.4.3 The grievant's contact information.
- 13.7.4.4 The date, time, and place of the incident leading to the grievance and a statement set forth with particularity the pertinent facts surrounding the nature of the grievance.
- 13.7.4.5 The name(s) of any witness(es) to the alleged incident.
- 13.7.4.6 The specific Article, Section, and Subsection of the Agreement alleged to have violated; and/or the specific NAC or NRS alleged to have been violated.
- 13.7.4.7 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution.
- 13.7.4.8 The specific remedy sought by the grievant.
- 13.7.4.9 The name and contact information for the grievant's representative(s), if any.

#### 13.7.5 Modifications to a Grievance

- 13.7.5.1 No new allegations may be raised or added to the grievance after the initial written grievance is filed, except by written mutual agreement of the grievant and Employer. However, the employee may amend their grievance filing after consultation with the Union, to include any records or evidence not available at the time of filing, which support the grievant's claim, provided no new allegations are included with the amended grievance.

#### 13.7.6 Consolidation of Grievances

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

13.7.7 When Resolution of a Grievance Becomes Binding

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

**13.8 *INFORMAL RESOLUTION OF A GRIEVANCE***

13.8.1 General Provisions

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

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

13.8.2 Informal Mediation

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

13.8.2.2 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.

**13.9 *WITHDRAWAL OF A GRIEVANCE***

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

**13.10 *ATTENDANCE AT MEETINGS***

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

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

13.10.3 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. ten (10) business days' notice is required prior to a mediation session or arbitration. An employee cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized, in writing, to do so by the Department/Division.

**13.11 *SUCCESSOR CLAUSE***

13.11.1 Grievances filed during the term of this Agreement will be processed to completion in accordance with the provisions of the Agreement under which it was filed.

**13.12 *TIMELINES***

13.12.1 The time limits in this Article must be strictly adhered to unless mutually modified in writing.

### 13.12.2 Failure to Meet Timelines

- 13.12.2.1 Failure by the grievant or their representative, if any, to comply with the timelines in this Article will result in the automatic withdrawal by the Employer of the grievance with prejudice.
- 13.12.2.2 Failure by the Employer to comply with the timelines will entitle the grievant or their representative, if any, to move the grievance to the next step of the procedure.

### **13.13 MISCELLANEOUS**

- 13.13.1 Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to Arbitration hearings.
- 13.13.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of the parties.
- 13.13.3 The issue of whether a grievance may be properly raised by the Department/Division at any step of the grievance procedure. An Arbitrator will decide issues regarding whether a grievance may be subject to arbitration under this Article.
- 13.13.4 The issue of whether the matter or decision raised in a grievance is outside of the scope of the matters for which a grievance may be filed pursuant to this Agreement (grievability) may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement.
- 13.13.5 The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement.

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

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

### **14.2 THE EXECUTIVE DEPARTMENT**

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

### **14.3 THE UNION**

- 14.3.1 Unit C have designated the American Federation of State, County, & Municipal Employees (AFSCME) as their exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Unit C under NRS 288.

#### **14.4 DISPUTE RESOLUTION**

- 14.4.1 The Employer and the Union agree that communication related to any rights or remedies under NRS 288 shall be presented in writing to the LRU at laborrelations@admin.nv.gov or AFSCME, at laborrelations@nvafscme.org, respectively.
- 14.4.2 The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments or Divisions to foster and support Union/Management relations or to discuss issues that arise. However, any such communications are not to be considered formal collective bargaining communications for the purposes of this agreement.

#### **14.5 UNION GRIEVANCES**

- 14.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of this Agreement prior to filing formal complaints with a judicial body, such as the EMRB or a Court.
- 14.5.2 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Grievance Procedure of this Agreement, beginning at the formal mediation step. Such grievance should also be copied to the Department or Division within which the Union has identified their grievance, if any.
- 14.5.3 If the Union and the Employer cannot, through meeting and conferring, resolve an issue regarding the application or interpretation of provision(s) of this Agreement, the Union may file a grievance with the LRU
- 14.5.4 A Union Grievance must be filed within thirty (30) calendar days after the date of meeting between the Employer and the Union to meet and confer.
- 14.5.5 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure outlined in Article 13 of this Agreement.

#### **14.6 SUCCESSOR CLAUSE**

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

## **ARTICLE 15. UNION RIGHTS**

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

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

- 15.1.2 Neither the State nor the Union shall interfere with 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.

**15.2 RIGHT TO UNION REPRESENTATION**

- 15.2.1 Employees have the right to Union representation. Union representation may be requested on matters which an employee feels adversely affects 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 for an unreasonable period of time.
- 15.2.2 The right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, coaching or counseling, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.

**15.3 ACCESS FOR UNION REPRESENTATIVES**

- 15.3.1 Authorized Union Representatives shall have limited access to non- public areas of Employer worksites during working hours, subject to reasonable security and operational requirements. Such access shall 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.
- 15.3.2 Union Representatives will have access to the Employer's offices or facilities in accordance with Department or Division policy to carry out representational activities.
- 15.3.3 Whenever practicable, the Union Representatives will give notice to the Employer that they will be on site no later than five (5) business days prior to their arrival.
- 15.3.4 The Employer reserves the right to restrict access to Department/Division premises if the Union's request for access is unreasonable or interferes with business need or operations or conflicts with Department/Division policy.
- 15.3.5 In accordance with this Article, Union Representatives and bargaining unit employees may also meet in non-work areas, or other Employer-designated areas, during the employee's meal breaks, rest periods, and before and after their shifts.

**15.4 BULLETIN BOARDS**

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

- 15.4.3 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature. In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 15.4.4 Union communications will not be posted in any other location on Department/Division premises.
- 15.4.5 The Union may be permitted to place and distribute materials at mutually agreed to locations frequented by employees, before and after work, and during meal breaks and rest periods.

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

### **15.5.1 Meeting Space & Facilities**

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

### **15.5.2 Supplies & Equipment**

- 15.5.2.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the telephone or similar devices that may be used for people 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/Division business.

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

- 15.5.3.1 Employees may use State-operated email to request Union representation. Union Stewards and Union Representatives may use State-owned/operated equipment, including State email, to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:

- 15.5.3.1.1 Result in little or no cost to the Employer
- 15.5.3.1.2 Be brief in duration and frequency.
- 15.5.3.1.3 Not interfere with the performance of their official duties.
- 15.5.3.1.4 Not distract from conducting of State business.
- 15.5.3.1.5 Not disrupt other State employees and will not obligate other employees to make a personal use of State resources.
- 15.5.3.1.6 Not compromise the security or integrity of State information or software.
- 15.5.3.1.7 Not include general communication and/or solicitation with employees.

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

- 15.5.3.3 The employer will make every effort to ensure employees have access to information regarding PERS, PEBP, State of Nevada Risk Management, and State of Nevada Human Resources.

## **15.6 UNION STEWARDS**

- 15.6.1 Employees employed by the State of Nevada selected by the Union to act as Union representatives shall be known as “Stewards.” The names of employees selected as Stewards and the names of Union Representatives who may represent employees shall be submitted in writing to the DHRM Labor Relations Unit (LRU) by the Union. The Employer will not recognize an employee as a Union Steward if their name is not on this notice.
- 15.6.2 The Union shall notify the DHRM LRU of any changes within five (5) business days.
- 15.6.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not be unreasonably denied.
- 15.6.4 Representational duties will be coded to Union Leave on the Union Steward’s timecard.

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

- 15.7.1 Union Stewards and other Union designated employees covered under this agreement may be allowed to access Union Leave to attend Union- sponsored meetings, training sessions, conferences, and for representational matters. If Union Leave is not available the employee may elect to attend Union events with annual leave, compensatory time or leave without pay, and requests for such leave shall not be unreasonably denied. Time away from work for these activities must be approved in advance and in writing by their Department/Division or the DHRM Administrator, or designee.
- 15.7.2 The employee’s time away from work will not interfere with the operating needs of the Department/Division, as determined by the Employer.
- 15.7.3 The Union will provide the Department/Division and the DHRM Administrator, or designee, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but no later than fourteen (14) business days prior to the activity. The Employer will respond to the leave request within five (5) business days of the request.
- 15.7.4 The parties recognize that the Union represents employees in Bargaining Units C, A, E and F, as provided for in NRS 288. Effective July 1, 2025, the Union will have an aggregate pool of four thousand (4,000) aggregate hours to draw from for Union Leave to be distributed and used based on the Union’s discretion between Bargaining Units C, A, E and F. The pool of hours does not roll over from fiscal year to fiscal year. Should the Union exhaust all hours in the pool prior to the end of the fiscal year, they must submit a notification in writing to the DHRM LRU for additional hours. Upon request, the Labor Relations Unit will provide the Union with a quarterly update on the usage of Union Leave hours and the remaining balance of Union Leave hours.

## **15.8 UNION LEAVE**

- 15.8.1 A Union Steward or other Union designated employees must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department/Division.

- 15.8.2 Union Leave will be considered for approval or disapproval by the Department/Division within five (5) business days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department/Division for consideration. On occasions when Stewards are required for representational meetings and prior notice is not practicable, the Stewards time will be charged to Union Leave after the fact.
- 15.8.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.
- 15.8.4 Union Stewards and other union designated employees are responsible for coding their time appropriately when using Union Leave.
- 15.8.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established processes to the DHRM LRU as soon as practicable and include a list of all bargaining unit employees on whose behalf the request is being made. Employees on the Union's bargaining team may be released, for all scheduled bargaining dates and reasonable preparation dates, as submitted by the Union. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and Department's/Divisions may not unreasonably deny leave requests for collective bargaining.
- 15.8.6 The DHRM LRU will notify the appropriate Departments/Divisions with a list of the names of employees approved for Union Leave to participate in collective bargaining and all dates for which they are approved.

#### **15.9 NEW EMPLOYEE ORIENTATION**

- 15.9.1 Union Representatives, Union Stewards, or other Union-designated employees covered under this Agreement shall have the opportunity to attend formal new employee orientation sessions conducted by the Employer for thirty (30) minutes to introduce new employees to the Union. The Employer will provide as much notice of the formal new employee orientation sessions as is practicable.
- 15.9.2 In the event the Employer does not hold a formal orientation or does not provide the Union with a timely notice of a new employee orientation within thirty (30) calendar days of the initial employment of an employee, the Union shall be provided with the name of new employee(s) in job classifications covered under this Agreement and their duty location. The Union shall have an opportunity to meet with the employee(s) for thirty (30) minutes during the workday to introduce the employee(s) to the Union, subject to approval by the Department/Division and operational needs. If necessary, the Union Representative, Union Steward, or other Union designated employee will be able to use State-owned equipment to facilitate this introduction to the Union.
- 15.9.3 The Employer will provide access to Union materials to new employees.

#### **15.10 INDEMNIFICATION**

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

## **ARTICLE 16. UNION DUES**

### ***16.1 NOTIFICATION TO EMPLOYEES***

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

### ***16.2 UNION DUES & DEDUCTIONS***

- 16.2.1 Deductions for Union Dues are strictly voluntary.
- 16.2.2 The Union will provide the Employer with a list of Union members via excel spreadsheet
- 16.2.3 The Union will provide the designated pay center for the employees' Department or Division with the percentage and/or maximum dues amount to be deducted from the employee's paycheck.
- 16.2.4 Within thirty (30) calendar days of receipt of the completed and signed membership card, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.
- 16.2.5 The Employer will provide payments for the deductions to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee each pay period at the following address:
  - AFSCME, AFL-CIO
  - Attn: Treasurer of AFSCME PEOPLE
  - PO Box 65334
  - Washington, DC 20035-5334
- 16.2.6 If there is any change in the amount to be deducted for Union Dues, the Union will notice the Employer within forty-five (45) calendar days.

### ***16.3 VOLUNTARY DEDUCTIONS***

- 16.3.1 Members of the bargaining unit are eligible to request that a voluntary deduction be taken from their paycheck for support of the Union's political action committee (PAC).
- 16.3.2 The Union will provide the Employer and the employees' designated pay center with a list of all employees who have signed voluntary PAC deduction paperwork which will include the amount of money the employee has designated to be deducted for this purpose.
- 16.3.3 Within thirty (30) calendar days of receipt of the signed voluntary PAC deduction paperwork, the Employer will deduct the specified amount from the employee's paycheck.
- 16.3.4 The Employer will provide payments for these deductions to the Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee each pay period at the address listed above.

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

#### **16.4 STATUS REPORTS**

##### 16.4.1 Union Dues & Voluntary PAC Deductions

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

- 16.4.1.1.1 Employee name.
- 16.4.1.1.2 Mailing address.
- 16.4.1.1.3 Employee job title.
- 16.4.1.1.4 Department and Division
- 16.4.1.1.5 Work Location.
- 16.4.1.1.6 Work phone number.
- 16.4.1.1.7 Work email address.
- 16.4.1.1.8 Date of hire.
- 16.4.1.1.9 Pay grade.
- 16.4.1.1.10 Pay step.
- 16.4.1.1.11 Seniority date.
- 16.4.1.1.12 Separation date.

- 16.4.1.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 16.4.1.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to these Sections.

#### **16.5 REVOCATION**

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

#### **16.6 INDEMNIFICATION**

- 16.6.1 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 and/or voluntary PAC deductions, or arising out of any breach of the obligations of the Union, or any alleged negligent or willful acts or omissions of the Union, its officers, employees, and agents. The Union's obligation to indemnify the State shall apply in all cases. The Union waives any rights of subrogation against the State. The Union's duty to defend begins when the State requests defense of any claim arising from this provision.
- 16.6.2 The State agrees not to honor any check-off authorization or Union Dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization or organization representing employees.

**16.7 BARGAINING UNIT INFORMATION**

- 16.7.1 The Union may request information, no more than once per month, information on bargaining unit employees, including data that is maintained in the ordinary course of business. The Employer shall provide a response to the Union within 10 (ten) calendar days. Information provided in response to the Union's request will include the following for any employee in a job classification covered under any certified unit:
  - 16.7.1.1 Name
  - 16.7.1.2 Date of Hire
  - 16.7.1.3 Department
  - 16.7.1.4 Work Location
  - 16.7.1.5 Job Classification
  - 16.7.1.6 Pay Rate
  - 16.7.1.7 Pay Grade and Step
  - 16.7.1.8 Home Address
  - 16.7.1.9 Phone Number (both home and cell)
  - 16.7.1.10 Personal and Work Email
  - 16.7.1.11 Work Telephone Number
  - 16.7.1.12 Continuous State Service

16.8 The above information will be provided in electronic form.

**ARTICLE 17. SAFETY & HEALTH**

**17.1 GENERAL PROVISIONS**

- 17.1.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that cause or are likely to cause harm to its employees.
- 17.1.2 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.

- 17.1.3 For all employees covered by this Agreement, the Employer shall provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and the Center for Medicare and Medicaid Services (CMS) including the following:
  - 17.1.3.1 Providing safe and healthy working conditions and practices.
  - 17.1.3.2 If conducive to the work being performed, providing a clean and safe area for employee meal breaks and rest periods.
  - 17.1.3.3 Providing appropriate health and safety training; and,
  - 17.1.3.4 Providing employees with adequate information on communicable diseases when the Employer reasonably should have known about those communicable diseases and infestations and hazards to which employees may have routine exposure.
  - 17.1.3.5 Maintaining State-owned fleet vehicles and equipment.
- 17.1.4 The Employer may direct employees to use leave in accordance with Article 9, Leave, Part I Paid Leave, Sick Leave, when they self-report a contagious health condition
- 17.1.5 A Department or Division may direct employees to use Administrative Leave or Article 8, Leave, Section 12, Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow them to seek appropriate testing and treatment.
- 17.1.6 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

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

- 17.2.1 The Employer and the Department or Division will determine and provide required safety devices, personal protective equipment, and safety apparel in accordance with safety standards established by OSHA, NOSHA and CMS for employees to effectuate their duties in a safe manner. The Employer shall provide necessary training to employees to safely perform their jobs and operate equipment as required by Federal, State and local guidelines.
- 17.2.2 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

## **17.3 SAFETY COMMITTEES**

- 17.3.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.
- 17.3.2 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).
- 17.3.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program through the Risk Management Division. Safety and health concerns should be brought to the appropriate Safety Committee for review, discussion, and possible recommendations for solutions.

#### **17.4 *ERGONOMIC ASSESSMENTS***

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

#### **17.5 *AIR & WATER QUALITY ASSESSMENTS***

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

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

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

#### **17.7 *WORKPLACE VIOLENCE***

- 17.7.1 Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor.
- 17.7.2 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 workplace violence will be documented and reported both to the State of Nevada Attorney General's Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken.

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

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

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

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

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

#### **18.4 *TOBACCO-FREE WORKPLACE***

- 18.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).
- 18.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.
- 18.4.3 Employees who wish to receive resources on smoking and tobacco cessation should visit [www.nevadatobaccoquitline.com](http://www.nevadatobaccoquitline.com).

## **ARTICLE 19. UNLAWFUL DISCRIMINATION**

### **19.1 UNLAWFUL DISCRIMINATION AND HARASSMENT**

19.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, breastfeeding, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, victim of sexual assault or domestic violence, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws (NRS 608.0198), regulations or executive orders.

### **19.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS**

19.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the “State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy,” as amended, and DHRM’s Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit (“SGHDIU”) procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.

19.2.2 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

## **ARTICLE 20. LABOR-MANAGEMENT COMMITTEES**

### **20.1 PURPOSE**

20.1.1 The Employer and the Union endorse the goal of a constructive and cooperative relationship. To promote and foster such a relationship the parties agree to establish a structure of joint Labor-Management Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner.

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

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

### **20.3 AD HOC COMMITTEES**

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

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

### **20.4 SAFETY COMMITTEES**

20.4.1 The Employer and the Union may establish Joint Safety Committees according to this Article and Article 17, Safety & Health.

## **20.5 SCOPE OF AUTHORITY FOR COMMITTEES**

20.5.1 All Committee meetings established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings.

20.5.2 The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination, if necessary.

20.5.3 Committees have no ability to take any action, are not open to the public, and the parties agree that there is no intent for the Committees under this Agreement to be public bodies under NRS 241.

## **ARTICLE 21. SUPPLEMENTAL BARGAINING**

21.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department or Division-specific bargaining pursuant to NRS Chapter 288.585.

21.2 Proposals for Department or Division-specific bargaining must be both Department or Division specific, non-compensation related, and are subject to the Legislative appropriation requirements of NRS 288.505(1)(c).

## **ARTICLE 22. STRIKES**

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

## **ARTICLE 23. ENTIRE AGREEMENT**

23.1 This document shall be deemed the final and complete Agreement between the parties and expresses the entire understanding of the Employer and the Union as of July 1, 2025.

23.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.

23.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

## **ARTICLE 24. SAVINGS CLAUSE**

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

## **ARTICLE 25. APPROPRIATIONS**

- 25.1 The parties recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require Legislative Appropriations.
- 25.2 Pursuant to NRS 288.505(1)(c), if the Legislature appropriates less funding than the amount requested pursuant to Article 26.1 to fund this Agreement, the provisions of this Agreement shall be implemented only to the extent of the appropriation made by the Legislature and in accordance with any prioritization provided by the Legislature.
- 25.2.1 If the Legislature is unclear in how the reduced appropriation should be used to implement the provisions of this Agreement, the parties shall bargain over how the funds appropriated for this Agreement will be utilized. Such bargaining sessions shall be limited to two (2) eight (8) hour sessions, unless otherwise agreed upon by the parties.
- 25.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 25.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

## **ARTICLE 26. DISTRIBUTION OF AGREEMENT**

- 26.1 The Employer will post the Agreement and any supplemental documentation or updates on the DHRM LRU's Internet page by the effective date of the Agreement.
- 26.2 The Employer will provide all employees with a link to the Agreement. All employees will be authorized access to the Agreement link.
- 26.3 If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

## **ARTICLE 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 shall remain in effect until a successor agreement has been successfully reached.
- 27.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give sixty (60) calendar days written notice of its desire to reopen this Agreement for negotiations. Negotiations for a successor to this Agreement shall begin no earlier than July 1 and no later than August 31 of the year prior to expiration. If no notice is given by either party, negotiations shall convene no later than September 30 of the year prior to expiration, at a time agreed upon by the parties.

27.3 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS Chapter 288.

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:**

  
\_\_\_\_\_  
**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:**

*Christopher Fox 5/12/2025*  
\_\_\_\_\_

**CHRISTOPHER FOX-AFSCME**  
Chief Negotiator for Bargaining  
Unit C

**APPROVED AS TO FORM**

*Christopher Fox 5/12/2025*  
\_\_\_\_\_

**Christopher Fox**  
Chief Negotiator-AFSCME for  
Bargaining Unit C

## APPENDIX A

**Technical aides to professional employees, including without limitation, computer programmers, tax examiners, conservation employees and regulatory inspectors. (sorted by title code)**

<b>Title Code</b>	<b>Job/Position Title</b>	<b>BU</b>	<b>Grade</b>
01.134	Agricultural Inspector III	C	25
01.135	Agricultural Inspector I	C	21
01.139	Agricultural Inspector II	C	23
01.407	Weights and Measures Inspector II	C	31
01.410	Weights and Measures Inspector I	C	29
01.413	Weights and Measures Assistant (seasonal)	C	22
01.510	Brand Inspector III	C	27
01.511	Livestock Inspector	C	25
01.512	Brand Inspector II	C	25
01.514	Brand Inspector I	C	23
01.747	Conservation Aid I	C	20
01.776	Fish Hatchery Technician III	C	31
01.778	Fish Hatchery Technician II	C	29
01.780	Fish Hatchery Technician I	C	27
01.785	Wildlife Area Technician III	C	31
01.786	Wildlife Area Technician II	C	29
01.787	Wildlife Area Technician I	C	27
01.790	Conservation Aid III	C	23
01.791	Conservation Aid II	C	21
01.822	Fire Control Dispatcher III	C	33
01.823	Seasonal Fire Control Dispatcher II	C	28
01.824	Seasonal Fire Control Dispatcher I	C	26
01.826	Fire Control Dispatcher II	C	31
01.827	Fire Control Dispatcher I	C	29
01.918	Life Guard II (Seasonal)	C	25
01.919	Life Guard I (Seasonal)	C	23
01.920	Park Aide I	C	20
01.928	Park Ranger Technician I (Seasonal)	C	23
01.955	Park Aide II	C	21
01.958	Park Ranger Technician III	C	28
01.960	Park Ranger Technician II (Seasonal)	C	26
04.116	Library Technician III	C	31
04.117	Library Technician II	C	29

04.122	Library Technician I	C	27
05.166	Teacher Assistant I	C	23
05.167	Teacher Assistant II	C	25
05.168	Community Based Instructor IV	C	29
05.169	Community Based Instructor III	C	27
05.170	Community Based Instructor II	C	25
05.171	Community Based Instructor I	C	23
06.308	Engineering Technician IV	C	33
06.313	Engineering Technician III	C	30
06.328	Engineering Technician II	C	27
06.334	Engineering Technician I	C	25
06.355	Architectural/Engineering Drafter III	C	33
06.358	Architectural/Engineering Drafter II	C	31
06.360	Architectural/Engineering Drafter I	C	28
06.364	Cartographic/Graphics Technician III	C	31
06.366	Cartographic/Graphics Technician II	C	28
06.368	Cartographic/Graphics Technician I	C	26
06.370	Engineering Drafter III	C	31
06.371	Engineering Drafter II	C	28
06.377	Engineering Drafter I	C	25
06.615	Seismic Data Technician III	C	29
06.618	Seismic Data Technician II	C	27
06.621	Seismic Data Technician I	C	23
06.965	Digital Telecommunications Specialist II	C	35
06.966	Development Technician IV	C	36
06.967	Digital Telecommunications Specialist I	C	33
06.973	Communications System Specialist I	C	33
06.977	Communications System Specialist II	C	35
06.978	Development Technician III	C	35
06.979	Development Technician II	C	33
06.980	Development Technician I	C	29
06.981	Electronics Technician II	C	31
06.986	Electronics Technician III	C	32
06.987	Electronics Technician IV	C	33
06.988	Electronics Technician I	C	28
07.127	Retirement Technician	C	28
07.141	Accountant Technician II	C	32
07.143	Accountant Technician I	C	30
07.255	Tax Examiner II	C	30
07.256	Tax Examiner I	C	28
07.265	Contributions Examiner II	C	30
07.266	Contributions Examiner I	C	28

07.311	Purchasing Technician III	C	29
07.319	Purchasing Technician II	C	27
07.320	Purchasing Technician I	C	25
07.713	Transportation Technician III	C	29
07.715	Transportation Technician II	C	27
07.716	Transportation Technician I	C	25
07.724	Traffic Center Technician II	C	29
07.725	Traffic Center Technician I	C	27
07.726	Traffic Center Technician Trainee	C	25
07.745	Statistician II	C	31
07.747	Statistician I	C	28
07.807	Assistant Costumer	C	29
07.815	Photographer II	C	31
07.827	Photographer I	C	29
07.829	Sales & Promotion Representative I	C	29
07.833	Audiovisual Technician II	C	27
07.836	Audiovisual Technician I	C	25
07.850	Sales & Promotion Representative II	C	31
07.853	Radio Broadcaster/Production Assistant	C	27
07.862	Graphic Designer II	C	31
07.864	Graphic Designer I	C	29
07.928	IT Technician VI	C	36
07.931	IT Technician V	C	34
07.935	IT Technician IV	C	32
07.940	IT Technician III	C	30
07.941	IT Technician II	C	28
07.943	IT Technician Trainee	C	24
07.957	IT Technician I	C	26
09.201	Equipment Operation Instructor	C	31
09.402	Piano Technician	C	33
09.436	Facility Mechanical Technician Trainee	C	29
09.437	Events Center Technician I	C	27
09.438	Facility Mechanical Technician	C	31
09.470	Theater Technician I	C	30
09.493	Exhibit Technician	C	28
09.501	National Guard Range Specialist	C	33
09.545	Meat Plant Technician Trainee	C	27
09.546	Meat Plant Technician I	C	29
09.547	Meat Plant Technician II	C	31
09.580	Research Technician	C	28
09.726	Reprographics Technician II	C	27
09.727	Reprographics Technician I	C	25

09.753	License Plate Production Technician I	C	31
10.726	Laboratory Technician II	C	27
10.729	Laboratory Assistant II	C	23
10.733	Laboratory Technician I	C	25
10.736	Laboratory Assistant I	C	21
10.740	Radiological Technologist	C	29
10.769	Staff Research Associate IV	C	35
10.770	Staff Research Associate III	C	33
10.771	Staff Research Associate II	C	31
10.772	Staff Research Associate I	C	29
11.122	Public Safety Dispatcher III	C	31
11.124	Public Safety Dispatcher II	C	29
11.126	Public Safety Dispatcher I	C	27
11.129	N.C.J.I.S. Program Specialist	C	31
11.130	N.C.J.I.S. Program Specialist Trainee	C	29
11.133	Fingerprint/Records Examiner III	C	32
11.134	Fingerprint/Records Examiner II	C	31
11.135	Fingerprint/Records Examiner I	C	28
11.243	Military Security Officer I	C	31
11.263	Security Officer	C	27
11.271	University Parking Enforce Officer II	C	25
11.273	University Parking Enforce Officer I	C	22
11.423	DMV Services Technician IV	C	29
11.424	DMV Services Technician III	C	27
11.425	DMV Services Technician II	C	25
11.426	DMV Services Technician I	C	23
11.431	Motor Vehicle Inspector II	C	25
11.433	Motor Vehicle Inspector I	C	23
11.434	Motor Vehicle Appraiser	C	28
11.550	Taxicab Vehicle Inspector I	C	30
11.553	Commercial Vehicle Safety Inspector II	C	33
11.554	Commercial Vehicle Safety Inspector I	C	31
11.555	Emission Control Technician II	C	30
11.557	Emission Control Technician I	C	28
11.560	Manufactured Housing Inspector II	C	32
11.561	Manufactured Housing Inspector I	C	31
12.374	Family Services Specialist III	C	32
12.376	Family Services Specialist II	C	31
12.379	Family Services Specialist I	C	29
12.442	Rehabilitation Technician III	C	29
12.443	Rehabilitation Technician II	C	27
12.444	Rehabilitation Technician I	C	25

