



**State of Nevada**

**&**

**Nevada Peace Officer Association (NPOA)**

**Unit H**

**Collective Bargaining Agreement**

**July 1, 2025 – June 30, 2027**

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## **PREAMBLE**

Pursuant to NRS Chapter 288, this NEVADA PEACE OFFICER ASSOCIATION, UNIT H, COLLECTIVE BARGAINING AGREEMENT (“Agreement” or “CBA”) entered into on July 1, 2025, by and between the STATE OF NEVADA (“State” or “Employer”) and the NEVADA PEACE OFFICER ASSOCIATION (“NPOA” or “Union”) as the exclusive representative of Bargaining Unit H employees, together referred to as the “parties.” This Agreement covers State employees in Bargaining Unit H, which is comprised of Category II Peace Officers.

## **ARTICLE 1: UNION RECOGNITION**

- 1.1 This Agreement covers permanent employees in the job classifications in Unit H – Category II Peace Officers as described in Appendix A titled, “Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA).”
- 1.2 This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer.
- 1.3 Any proposed changes to the job classifications in Appendix A by the Employer will be notified to the Union not less than thirty (30) calendar days of the change effective date. Temporary employees, part-time employees, and volunteers are prohibited from being members of the bargaining unit.

## **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)

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

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

“Category II Peace Officer” is defined in NRS 289.470.

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

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

“Collective Bargaining Agreement (CBA)” This document is known as the Collective Bargaining Agreement for the State of Nevada and the Nevada Peace Officer Association (NPOA).

“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.

“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

“EAP” is the Employee Assistance Program.

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

“Officer” is a person/employee legally holding a position in the public service as a sworn law enforcement employee.

“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/Divisions.

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

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

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

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

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

“FTO” is a Field Training Officer.

“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.

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

Garrity v. New Jersey (1967)

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

“Just Cause” is not arbitrary, capricious, or illegal reason, and which is based one upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

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

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

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

“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.

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

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

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

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

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

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

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

“Human Resource 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/Division’s policy approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding a permanent employee.

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

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

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

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

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

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

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

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

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

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

Rules for State Personnel Administration, republished August 2020.

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

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

“Sexual assault” is defined as in NRS 200.366.

“Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU)” is the unit within the Division of Human Resource Management that investigates allegations of sexual harassment and discrimination.

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

State Administrative Manual (SAM), revised January 14, 2020 “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 officers; 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.

“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.

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

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

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

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

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

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 0000 hours on Monday and end at 2359 hours the following Sunday, or as otherwise designated by the Department/Division head, or designee.

### **ARTICLE 3: MANAGEMENT RIGHTS**

- 3.1 This Article generally describes management rights and shall not be construed as either expanding or limiting the rights of management or employees pursuant to applicable State law.
- 3.2 Except as modified by this Agreement, the Employer retains all right of management which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but are not limited to:
  - 3.2.1 The right to determine the Employer's functions, programs, organizational structure, and use of technology.
  - 3.2.2 The right to determine the Employer's budget and size of each Department's/Division's workforce and the financial basis for layoffs.
  - 3.2.3 The right to direct and supervise employees.
  - 3.2.4 The right to take all necessary actions to carry out the mission of the State of Nevada and its Departments/Divisions during emergencies.
  - 3.2.5 The right to determine the Employer's mission and strategic plans.
  - 3.2.6 The right to develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the Employer.
  - 3.2.7 The right to determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or in part to other locations.
  - 3.2.8 The right to establish or modify the workweek, daily work shift, hours of work, and days off.
  - 3.2.9 The right to establish work performance standards, which include but are not limited to the priority, quality, and quantity of work to be offered to the public to ensure appropriate services and the safety of the public, as well as the means and methods of offering those services.
  - 3.2.10 The right to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.
  - 3.2.11 The right to select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off employees.
  - 3.2.12 The right to determine, prioritize, and assign work to be performed, including workload factors.
  - 3.2.13 The right to determine the need for and the method of scheduling, assigning, authorizing, and approving Overtime.
  - 3.2.14 The right to determine training needs, methods of training, and employees to be trained.
  - 3.2.15 The right to determine the reasons for and the methods by which employees will be laid off.
  - 3.2.16 The right to suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 3.3 Nothing contained within this Agreement shall modify the above identified management rights.

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

- 4.1 The Employer will perform all hiring and appointments as outlined in NRS 284. 205 to NRS. 284.330, NRS Chapter 289, NAC 284.295 to NAC 284. 441 and NAC Chapter 289.
- 4.1.1 The Employer and Union agree all Departments or Divisions with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NRS 289 and allow the examination of an employee's personnel file.
- 4.1.2 The Employer and the Union agree that employees within this agreement that have been selected to transfer to a new Department or Division will be subject to a new background investigation as detailed in NAC 289.110(2), (including a new personal history questionnaire) starting from the date the last verified background investigation was conducted by the Employer. Lie detector test will be limited to a computer voice stress analyzer (CVSA). The Department or Division may request a new psychological evaluation. The Department or Division has the discretion to require a new Post Physical Fitness Test (PPFT) if the new position has job functions different from the employee's current job functions.
- 4.1.3 The Employer and Union agree that a permanent employee, covered under this Agreement, who is selected to transfer or promote to any position within their same Department or Division will not be subject to any type of background investigation, psychological examination, lie detector, medical examination, or physical agility test.
- 4.1.4 The Employer and the Union agree that if any employee covered under this agreement is unsuccessful at passing a background or is disqualified/removed from the background process for an issue arising during the process, the employee will be provided with specific reasons, in writing, for the failed background or disqualification/removal, within 10 business days. If the employee does not agree with this decision, they will be allowed an opportunity to appeal this decision with DHRM within thirty (30) days of the date the employee received the written notification. The employee may provide written evidence in support of their appeal. DHRM shall review the appeal and will have the opportunity to request clarification on any issues and provide a written decision to either affirm or overturn the hiring authority's decision within thirty (30) calendar days of the date they receive the appeal from the employee. The employee and employer will be included in all communication related to the appeal.

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

- 5.1 The Employer has the authority to determine the basis for, the extent of, the effective date, and the length of layoffs in accordance with the provisions of this Article and Article 3, Management Rights.

### **5.2 LAYOFF & REEMPLOYMENT PROCEDURE**

- 5.2.1 The Employer will follow the provisions of NRS 284.380 and NAC 284.612 to 284.632, et. seq., for matters related to layoffs and reemployment.

### **5.3 SENIORITY**

- 5.3.1 For layoffs and reemployment, the Employer shall calculate seniority pursuant to NAC 284.632.

## **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 their State service will submit an NPD- 45 Notice of Transfer or Resignation form to their Department/Division, or 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 it is determined that every option available under the Employer's Reasonable Accommodation process has been exhausted.

## **6.3 REINSTATEMENT FROM DISABILITY SEPARATION**

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

## **6.4 DISABILITY RETIREMENT**

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

# **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. Department or Division-specific policies, Standing Orders, or Administrative Regulations (AR's) should be consulted when employees need detailed information. In addition, this Article shall not be construed to affect any collective bargaining rights afforded to the employees pursuant to State law, including but not limited to total work hours required in a workday or workweek, number of days worked in a work week, or any salary or wage rates or other forms of direct monetary compensation. In such instances, all such provisions shall be subject to mandatory negotiations between the Employer and the Union.

## **7.2 WORK SCHEDULES**

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

- 7.2.2 A regular work schedule will normally include two (2) consecutive scheduled regular days off (RDO's); however, the Department/Division may adjust the regular work schedule with prior notice to the employee.
- 7.2.3 The official workweek for the purposes of payroll begins each Monday at 0000 hours and ends at 2359 hours on the following Sunday.
- 7.2.4 Regular work schedules for employees covered under this Agreement will be assigned according to Departmental/Divisional policy and such assignments may be comprised of:
  - 7.2.4.1 Five (5) eight (8) hour shifts per workweek; or,
  - 7.2.4.2 Four (4) ten (10) hour shifts per workweek; or,
  - 7.2.4.3 A variable or innovative work schedule as agreed upon by the Department/Division and the employee.
- 7.2.5 The Department/Division may reassign employees for operational necessity.
- 7.2.6 This Article shall not be construed to guarantee any number of hours of work either per shift or per week.

### **7.3 MEAL BREAKS**

- 7.3.1 The Employer and the Union agree to paid meal breaks that vary from and may be more generous than the meal break requirements of Federal and State law.
- 7.3.2 Meal breaks for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled as close to the middle of the work shift as possible. Employees working three (3) or more hours longer than their regularly scheduled workday will be allowed an additional thirty (30) minute meal break.
- 7.3.3 When an employee's meal break period is interrupted by work duties, they will be allowed to resume their meal break following the interruption, if possible, to complete their allotted meal break period.
- 7.3.4 Meal breaks may not be used for late arrival or early departure from work and meal breaks and rest periods will not be combined.

### **7.4 REST PERIODS**

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

### **7.5 DAILY WORK SHIFT CHANGES**

- 7.5.1 The Department/Division may adjust an employee's daily start and/or end time(s) if operational necessity dictates such a change. If an employee's daily work shift changes under this section, they will be compensated appropriately in accordance with Article 8, Compensation.

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

- 7.6.1 An employee's workweek and/or work schedule may be temporarily changed with prior notice from the Department/Division.
- 7.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Employees will receive three (3) calendar days' written notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee and the Department/Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.
- 7.6.3 An employee scheduled to work during the Daylight Savings time changes will have the option to adjust their shift to ensure a full shift is worked or complete a leave slip for one (1) hour of either Compensatory Time or Annual Leave to accommodate the short day. For the extended day, an employee is required to either adjust their shift, or complete a Compensatory Time or Overtime slip, whichever the Department/Division requires, after working the extra hour.

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

- 7.7.1 An employee's work week and work schedule may be permanently changed with prior notice from the Department/Division.
- 7.7.2 An employee will receive fourteen (14) calendar days' notice via memorandum, email, or telephone call, of a permanent schedule change. This notice will include the reason for the schedule change. The day notice is given is not considered part of the notice period. During that notice period, the employee may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.

#### **7.8 EMERGENCY SCHEDULE CHANGES**

- 7.8.1 The Department/Division may adjust an employee's work week and work schedule without prior notice in emergencies.

#### **7.9 EMPLOYEE-REQUESTED SCHEDULE CHANGES**

- 7.9.1 An employee may make a "flex request" wherein they ask for a flexible start or end time to their shift on a specific day. The Department/Division may approve or disapprove such requests based on operational need.
- 7.9.2 An employee's work week and work schedule may be changed at their request and with the Department's/Division's approval, provided the Department's/Division's operational needs are met and no Overtime expense is incurred.

#### **7.10 TIME REPORTING**

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

## **7.11 SHIFT ASSIGNMENT PROCESS**

7.11.1 Department/Division-specific shift assignment processes are in Appendix B of this Agreement.

## **7.12 SHIFT BID PROCESSES**

7.12.1 Department/Division-specific shift assignment processes are in Appendix C of this Agreement.

## **7.13 SHIFT TRADE**

7.13.1 Department/Division-specific shift assignment processes are in Appendix D of this Agreement.

## **7.14 EMERGENCY SCHEDULE CHANGES**

7.14.1 The Department/Division may adjust an employee's work week and work schedule without prior notice in emergencies.

# **ARTICLE 8: COMPENSATION**

## **8.1 SALARY PAYMENT**

8.1.1 The compensation schedule for employees in classified State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. Employees pay rates are set within a salary grade at a specific step. Appendix A, "Salary Schedules for Bargaining Unit H" details the salary schedules for employees covered under this Agreement.

8.1.2 Effective July 1, 2025, the salary schedules for employees in Bargaining Unit H, as shown in Appendix A, will reflect a cost-of-living increase ("COLA") at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026.

8.1.3 Effective July 1, 2026, the salary schedules for employees in Bargaining Unit H, as shown in Appendix A, will reflect a COLA at the same percentage as that provided by legislation enacted by the Nevada Legislature to Executive Department non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2027.

## **8.2 MERIT PAY INCREASE**

8.2.1 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.

## **8.3 CONTINUITY OF SERVICE PAYMENTS (Longevity Pay)**

8.3.1 Employees in Bargaining Unit H 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 non-classified and classified employees who are not members of a State Bargaining Unit for Fiscal Year 2026 and Fiscal Year 2027.

## **8.4 RETENTION PAYMENTS**

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

**8.5 EDUCATION/POST CERTIFICATE PAY**

- 8.5.1 The Employer agrees to pay employees that possess an Intermediate Nevada POST Certificate will receive five hundred dollars (\$500.00) per fiscal year, payable each December provided the employee has submitted proof of their certification to their employing Department/Division by November 1.
- 8.5.2 The Employer agrees to pay employees that possess an Advanced Nevada POST Certificate will receive nine hundred dollars (\$900.00) per fiscal year, payable each December provided the employee has submitted proof of their certification to their employing Department/Division by November 1.
- 8.5.3 Employees who wish to receive Education/POST Certificate Pay must submit a request to receive the pay and a copy of their NV POST certificate(s), via email, to their Department/Division designee by November 1.
- 8.5.4 Once the Department/Division designee has the POST certificate(s) on file, the Employee will have satisfied the requirements to provide proof of certification. The Department/Division designee will maintain the proof of certification for payroll purposes and the Employee will not need to resubmit the certification unless they are progressing from an Intermediate to an Advanced POST Certificate. Employees will be paid only at the highest level achieved.

**8.6 SALARY ADMINISTRATION**

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

**8.7 SALARY RATE UPON PROMOTION**

- 8.7.1 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 on an increase of two (2) steps above the step held in the former grade, whichever is higher.

**8.8 SALARY RATE UPON DEMOTION**

- 8.8.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.
- 8.8.2 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.
- 8.8.3 Upon voluntary demotion, the employee's salary will be reduced to the corresponding salary grade for the lower job classification.

**8.9 CALLBACK PAY**

8.9.1 Callback Pay will be administered in accordance with NAC 284.214.

### **8.10 OVERTIME CONSIDERATION OF PAID LEAVE STATUS**

8.10.1 The Employer and the Union agree that pursuant to the following regulations, paid leave status shall be credited the same as time worked when calculating Overtime or Compensatory Time.

8.10.2 NAC 284.245 Overtime: Consideration of paid-leave status in calculation. (NRS 284.065, 284.155, 284.175) Paid-leave status is considered as time worked in calculating overtime.

8.10.3 NAC 284.0742 “Paid status” defined. (NRS 284.065) “Paid status” means the time that an employee is:

8.10.4 Working;

8.10.5 On leave with pay, including Union leave, except catastrophic leave; or

8.10.6 On a leave of absence due to a fiscal emergency declared pursuant to NAC 284.580.

### **8.11 OVERTIME & COMPENSATORY TIME**

8.11.1 The Employer and the Union agree where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.

8.11.2 Overtime pay is calculated at one and one-half times (1.5) the regular hourly rate of pay.

8.11.3 Scheduled overtime must be approved in advance by a supervisor through either written or documented verbal communication, or through the time keeping system.

8.11.4 The Employer and Union agree, however, that circumstances and/or emergencies may arise which are beyond the control of the Employee. In such cases, Overtime may be incurred without prior approval. When this occurs, it is incumbent upon the employee to notify their supervisor of the specific circumstances as soon as possible, or as soon as is practicable, once the circumstances are resolved. Examples of such circumstances include, but are not limited to:

8.11.4.1 Unforeseeable travel delays during work-related assignments and training;

8.11.4.2 Unforeseeable delays when transporting and processing incarcerated people;

8.11.4.3 Scheduled and unscheduled assignments that continue beyond an employee’s scheduled end of shift and which are out of the employee’s control, to include: conducting enforcement actions, traffic stops, calls for service, required interventions in public safety matters or incidents, and calls to assist other law enforcement employees;

8.11.4.4 Employee injuries which have occurred while the employee is on- duty and require treatment and reporting;

8.11.4.5 Traffic accidents occurring in State owned vehicle and any State required processes, testing, and drug screening; and,

8.11.4.6 Duties related to task force operations accruing overtime which may not necessarily be funded by external sources.

8.11.5 Employees that work a standard non-variable schedule consisting of eight (8) hours per day, five (5) days per week, with two (2) regular days off (RDO’s), will be paid Overtime pay for all hours worked in a regularly scheduled workday in excess of eight (8) hours.

- 8.11.6 Employees that work a standard non-variable schedule consisting of ten (10) hours per day, four (4) days per week, with three (3) RDO's, will be paid Overtime pay for all hours worked in a regularly scheduled workday in excess of ten (10) hours.
- 8.11.7 Employees that request and are approved through a Variable Work Agreement to work a regular schedule equaling forty (40) hours per week, will be paid Overtime pay for all hours worked in their regularly scheduled work week in excess of forty (40) hours.
- 8.11.8 Employees who are eligible under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 et seq., to work a variable eighty (80) hour work schedule within a biweekly pay period and who choose and are approved for such a work schedule will be considered eligible for Overtime only after working in excess of eighty (80) hours biweekly.
- 8.11.9 At the time an Overtime assignment is offered, the employee may request to accrue Compensatory Time in lieu of Overtime pay.
- 8.11.10 Compensatory time will be accrued at the rate of time and one-half (1.5) of the employee's regular hourly rate of pay.
- 8.11.11 The Employer and an employee may enter into an agreement stating that the employee agrees to accept the accrual of Compensatory Time rather than receiving Overtime pay for Overtime assignments. Either party may rescind the agreement but must give thirty (30) Business Days' notice. The Employer and Union agree, notification to rescind by the employee can be made via email to the employee's supervisor.
- 8.11.12 An employee may not accrue and carry more than two hundred forty (240) hours of Compensatory Time at any given time.
- 8.11.13 An employee who has accrued Compensatory Time may request, in writing, payment in cash for their accrued Compensatory Time.
- 8.11.14 The Employer will promulgate policies regarding when Compensatory Time must be paid out in accordance with the FLSA.
- 8.11.15 If an employee has the need to retain a balance of Compensatory Time for use during a specific leave event, they may request to enter into an agreement with their immediate supervisor for the retention of the Compensatory Time balance and use of that balance for the stated and agreed upon need.

## **8.12 DANGEROUS DUTY PAY**

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

## **8.13 SPECIAL ADJUSTMENTS TO PAY**

- 8.13.1 Employees may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments to Pay or Special Assignments; however, the maximum Special Adjustment to Pay and/or Special Assignment Pay is twenty percent (20%) of their regular hourly rate of pay. The Employer and Union agree that Special Assignment Pay is separate and apart from any other forms of normal compensation, including but not limited to, call-back pay, stand-by pay, and out of classification pay.
- 8.13.2 The Employer and Union agree that an employee can only be paid for two categories of special adjustments to pay at any one time. Bilingual Pay will be excluded from this rule and will be paid in addition to a maximum of two categories.

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

#### **8.14 BILINGUAL PAY**

- 8.14.1 An employee who is required by the Employer to use bilingual skills or sign language for persons who are deaf will be paid an additional compensation equivalent to five percent (5%) of their regular hourly rate of pay.
- 8.14.2 The employee is required to use bilingual skills or sign language for persons who are deaf at least 10 percent of his or her work time.
- 8.14.3 The employer will provide a list of approved certification providers for employees to become certified for bilingual pay.
- 8.14.4 Employees who receive a Special Adjustment to Pay (Bilingual Pay) agree to participate in a State-wide list whereby they may be called upon to provide interpretation services to other Departments/Divisions.

#### **8.15 FIELD TRAINING OFFICER (FTO) PAY**

- 8.15.1 Employees assigned to be a Field Training Officer (FTO) shall receive a Special Adjustment to Pay (FTO Pay) equivalent to twenty percent (20%) of their base hourly rate of pay for all hours in FTO status.
- 8.15.2 The Employer and Union agree an employee is in FTO status if they have a probationary trainee assigned to them for the purpose of training and evaluation. The FTO will be paid for the entire duration of the formal training process.
- 8.15.3 The Employer and Union agree if a newly hired/transferred employee is in trainee/trial/probationary status, that trainee must be assigned to a Unit H FTO, if one is available, for the entire duration of the trainee's training program. The Employer and Union agree a Supervisor/Manager cannot be used in place of an FTO if a Unit H FTO is available in the same Department/Division and office space as the trainee. The employer may require an FTO to possess a NV POST accredited certificate/credential showing they are a trained Field Training Officer.

#### **8.16 INSTRUCTOR PAY**

- 8.16.1 An employee assigned to be an Instructor shall receive a Special Adjustment to Pay equivalent to twenty percent (20%) of their regular hourly rate of pay for all hours in Instructor status.

8.16.2 The Employer and Union agree that if a Unit H employee is directed by the Employer to teach any law enforcement- related training they are considered to be an instructor and qualify for Instructor Pay. This may include, but is not exclusively limited to, Defensive Tactics (DTs), Firearms (Range Masters/Officers), Tactical/emergency medical (TACMED), CPR, first aid and emergency vehicle operations (EVOC). The Employer and Union agree that an employee is considered to be in instructor status when they are engaged in the following:

8.16.2.1 Actual instruction.

8.16.2.2 Maintenance and preparation of equipment and facilities for training and storage.

8.16.2.3 Maintenance/creation of instruction records, qualification records and lesson plans.

8.16.2.4 Transport of any training equipment for the purposes of training, repair and maintenance.

8.16.2.5 Travel to and from and attendance of any employer approved training to maintain instructor/subject matter proficiency.

### **8.17 SPECIAL ASSIGNMENTS**

8.17.1 Employees assigned to a Special Assignment shall be paid the equivalent of twenty percent (20%) of their regular hourly rate of pay for the hours spent in Special Assignment status.

8.17.2 The Employer and Union agree an employee is in Special Assignment status when they are engaged in the following:

8.17.2.1 The actual assignment

8.17.2.2 Travel to and from the assignment.

8.17.2.3 Travel to and from and attendance at any employer approved training related to the Special Assignment.

8.17.3 The employer and union agree a Special Assignment is any task an employee is assigned to that is outside of the employee's routine daily assignments/tasks. with the exception of minor administrative duties such as moving boxes or equipment or delivering/transporting agency documents, legal or otherwise.

8.17.4 The Employer and Union agree Special Assignments may include but are not exclusively limited to the following:

### **8.18 DIGNITARY PROTECTION/SECURITY**

8.18.1 Employee tasked with protection/security for any State personnel, witnesses or victims and any other persons designated by the Employer/Department/Division. This includes, but is not limited to, house watch, requests from State agency heads, administrators, and attorneys to have a security escort because of safety/security concerns related to legal/court proceedings and any other public engagement.

### **8.19 ARMORER**

8.19.1 Employee who is maintainer of Employer/Agency owned firearms and associated equipment. The Employer may require certification(s) for this assignment.

### **8.20 CVSA/POLYGRAPH EXAMINER**

- 8.20.1 Employee trained in CVSA/Polygraph examinations. The Employer agrees any employees assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.

### **8.21 EVIDENCE TECH/CUSTODIAN**

- 8.21.1 Employees tasked with maintaining evidence and property room/facility including all the records, systems and procedures associated with the maintenance and security of evidence and property room/facility. The Employer may require certification(s) for this assignment.

### **8.22 OIS/USE OF FORCE INVESTIGATOR**

- 8.22.1 Employees tasked with investigating/reviewing employee involved shootings and use of force incidents. The Employer and Union agree these employees MUST have a minimum of 40 hours of specialized training before being assigned to any OIS/Use of Force investigations, including but not limited to any investigative reviews of other law enforcement agencies and presenting questions regarding OIS/Use of Force to any other law enforcement agencies or other government entities. The Employer agrees any employees assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.

### **8.23 SHIFT DIFFERENTIAL**

- 8.23.1 As used in this Article “differential rate of pay” means an adjustment in pay equivalent to an additional five percent (5%) of an employee’s regular hourly rate of pay.
- 8.23.2 “Qualifying shift” means a period of work of eight (8) hours or more, of which four (4) hours must fall between the hours of 6:00 p.m. and 7:00 a.m. The term includes, without limitation, a period of work of eight (8) hours that is reduced to seven (7) hours because of a change of time to daylight saving time.
- 8.23.3 An employee is eligible for the differential rate of pay if they work in a unit which provides services requiring multiple shifts within a 24-hour period and is: 1) a nonexempt employee in the classified service who works: a) a qualifying shift; or, b) any shift of at least eight (8) hours that is other than a qualifying shift plus four (4) or more hours between 6:00 p.m. and 7:00 a.m. In such cases, an employee must receive the differential rate of pay for only the hours worked between 6:00 p.m. and 7:00 a.m. 2) An exempt classified employee assigned to a qualifying shift. In such cases, an employee must receive the differential rate of pay for all of their regularly scheduled hours of employment on that workday.
- 8.23.4 If an employee is assigned to a qualifying shift when they are on paid leave, to include Union Leave, or a holiday occurs, they must receive the differential rate of pay for that shift.
- 8.23.5 Except as otherwise provided above, if a nonexempt employee in the classified service is assigned to a qualifying shift and they are not in paid status for the entire period of that shift, they must receive the differential rate of pay for the portion of the shift in which they are in paid status.
- 8.23.6 A nonexempt employee in the classified service who works Overtime in conjunction with a qualifying shift must be paid Overtime at the differential rate of pay.

### **8.24 UNIFORMS & EQUIPMENT**

- 8.24.1 The Employer shall issue a duty firearm to an employee if the employee is required to carry a firearm on duty.

- 8.24.2 Departments/Divisions may allow employees to carry a personally owned firearm in place of an issued firearm on duty and may create their own Department/Division policies regarding qualification with that personally owned firearm and the maintenance, repair, modification of that personally owned firearm.
- 8.24.3 The Employer will provide duty ammunition and a minimum of 100 rounds of live training ammunition (not airsoft, sim rounds/paint or the like) for each Unit H employee for each fiscal year of this agreement and any additional live training ammunition for any Department/Division required and POST required training in accordance with the Department's/Division's policy for an employee's authorized duty firearm and one (1) secondary/off-duty firearm.
- 8.24.4 State-issued equipment that becomes unserviceable shall be replaced as soon as possible by the Employer upon notification by the employee, without cost to the employee. If the incident giving rise to the need for replacement is due to a violation of policy or as a result of negligence, the employee may be subject to disciplinary action.
- 8.24.5 Uniform & Equipment Allowance (\$1,200)
- 8.24.5.1 The Employer will determine and provide uniform items and equipment consistent with Department/Division policy. However, the Employer and Union agree that while many Unit H employees may not be required to wear uniforms, the purchase and maintenance of business formal attire and business casual attire that is conducive to also carrying police equipment can be just as costly as uniforms.
- 8.24.5.2 The Employer agrees to pay each Unit H employee an annual Uniform & Equipment Allowance of one thousand two hundred dollars (\$1,200.00) to be paid in the first full pay period in January of each year of this agreement. This Allowance does not prohibit each specific Department/Division from issuing equipment or uniforms necessary to accomplish their specific mission, nor is it intended to replace the Department's/Division's responsibility to issue basic equipment.
- 8.24.5.3 The Employer through its Departments/Divisions shall issue the following basic equipment to each Unit H employee within one year of this Agreement's effective date if that employee has not already been issued this equipment prior to this Agreement:
- 8.24.5.3.1 Badge and official credentials
- 8.24.5.3.2 One (1) at minimum Level IIIA ballistic vest/body armor within manufacturer guarantee/serviceability recommendation/expiration dates. The Employer and Union agree a tactical rifle plate carrier with rifle rated plates may be issued in place of the Level IIIA vest if the employee agrees to that piece of equipment and it has not already been issued prior to this agreement. Any Employer-issued ballistic vest/body armor/plates must be serviceable within the manufacturer's requirements and recommendations including expiration dates.
- 8.24.5.3.3 One (1) Employer owned duty handgun, with a minimum of three magazines, if the employer requires an employee to be armed (employees can decline if they choose to carry a personally owned firearm in accordance with Department/Division policy).
- 8.24.5.3.4 One (1) set of DOJ approved handcuffs.
- 8.24.5.3.5 At least one (1) less lethal force option, ex. (Baton, taser, OC, etc.)

- 8.24.5.3.6 One (1) field trauma kit with a tourniquet
- 8.24.5.3.7 Any associated holsters for issued firearms, magazines, handcuffs, etc.
- 8.24.5.3.8 The Employer will provide employees with a reasonable and reliable radio in order to communicate with a professional government police/emergency dispatch center.
- 8.24.5.3.9 The preferred method will be a police radio linked to a dispatch center that must be capable of reaching other allied law enforcement resources. If a radio is not used or issued, the Employer will take steps to ensure employees have a way of communicating with a professional dispatch center (e.g., cell phone)

#### 8.24.6 Replacement of Uniforms & Equipment

- 8.24.6.1 The Employer will replace State-issued uniform or equipment items pursuant to the Department/Division policy.
- 8.24.6.2 If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties and which is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee.

#### 8.24.7 Personal Equipment

- 8.24.7.1 Personal equipment that an employee chooses to use to supplement their Employer-provided equipment that is damaged in the course and scope of duty rather than through negligence may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident.
- 8.24.7.2 Employees may request reimbursement for damaged personal equipment to their Department/Division by submitting a report detailing the incident in which the equipment was damaged by the end of the shift in which the damage occurred.
- 8.24.7.3 The Employer shall issue a duty firearm to employees that are required to carry a firearm on duty.
- 8.24.7.4 Departments and Divisions may allow employees to carry an approved personally owned firearm in lieu of an Employer issued firearm.
- 8.24.7.5 Employees are responsible for the maintenance and repair of any approved personally owned firearm.
- 8.24.7.6 Employees are responsible for supplying their own ammunition for any approved personally owned firearm if that firearm is a different caliber than the employer issued duty firearm.
- 8.24.7.7 Departments and Divisions will provide duty and training ammunition for all Employee issued duty firearms and personally owned duty firearms, provided the personally owned firearm is the same caliber as the duty issued firearm.
- 8.24.7.8 The Employer will determine and provide uniform items and equipment consistent with Department or Division policy. The uniform items provided by the Department or Division are listed in Appendix D of this Agreement.
- 8.24.7.9 The Employer will replace State-issued uniform or equipment items pursuant to the Department or Division policy. If an employee loses or damages any Employer-issued uniform or equipment in the performance of their duties, and the damage is not caused by the employee's own negligence, the Employer shall replace the item at no cost to the employee.

#### 8.24.8 Retirement Badges & Identification Card

- 8.24.8.1 In accordance with 18 U.S.C. § 926C and as established by the Law Enforcement Officer Safety Act (LEOSA)/HR 218, upon separation/retirement/resignation from the Employer, an employee in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service, and has completed any applicable probationary period, will be entitled to receive a Qualified Retired Law Enforcement Officer (QRLEO) identification card at no cost to the employee. Such QRLEO credentials will be of a similar type to the Department's/Division's active duty issued credentials.
- 8.24.8.2 These QRLEO credentials will also comply with the requirements of HR 218/LEOSA/18 U.S.C. § 926C.
- 8.24.8.3 For the purposes of this Section, an employee is considered to be in good standing if at the time of separation/retirement/resignation they are:
  - 8.24.8.3.1 Authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, or had statutory powers of arrest or apprehension under 10 U.S.C. § 807(b) (article 7(b) of the Uniform Code of Military Justice);
  - 8.24.8.3.2 Qualified in firearms training for active law enforcement employees, as determined by the former agency of the individual or the state in which the individual resides and not less than one year before the date the individual is carrying the concealed firearm, been tested or otherwise found by the State or a certified firearms instructor that is qualified to conduct a firearms qualification test for active duty employees within that State to have met the active duty standards for qualification in firearms training, as established by the State, to carry a firearm of the same type as the concealed firearm; or if the State has not established such standards, standards set by any law enforcement agency within that State to carry a firearm of the same type as the concealed firearm; or, if the state has not established such standards, either a law enforcement agency within the state in which the individual resides or the standards used by a certified firearms instructor qualified to conduct a firearms qualification test for active-duty law enforcement employees within that state; Not found unqualified for reasons relating to mental health by a medical professional; and,
  - 8.24.8.3.3 Not prohibited by federal law from receiving a firearm.
- 8.24.8.4 The QRLEO identification card will follow LEOSA standards as outlined in 18 U.S.C. § 926C (d) and will include:
- 8.24.8.5 On the front of the card:
  - 8.24.8.5.1 A photograph of the employee,
  - 8.24.8.5.2 The employee's name,
  - 8.24.8.5.3 The language "Qualified Retired Law Enforcement Officer",
  - 8.24.8.5.4 The card's date of issue,
- 8.24.8.5.5 On the back of the card:
- 8.24.8.5.6 Language that states the employee's eligibility under 18 U.S.C. § 926C to carry a concealed firearm.

- 8.24.8.6 Separated/retired/resigned employees who have received a QRLEO identification card will be entitled to receive an updated QRLEO identification every five (5) years. Prior to issuing a replacement identification, the Employer may require the separated/retired/resigned employee to sign a waiver allowing an updated check into their criminal history. This criminal history check will only be to the extent necessary to ensure the separated/retired/resigned employee is still eligible to carry a concealed firearm under HR 218/LEOSA/18 U.S.C. § 926C.
- 8.24.8.7 The Employer agrees to provide a QRLEO identification card indefinitely for employees that separated/retired/resigned after 10 or more years of State of Nevada law enforcement service, regardless of new employment, provided they qualify for that identification card as determined by HR 218/LEOSA/18 U.S.C. § 926C. For employees that separated/retired/resigned from State service with less than 10 years of State of Nevada Law Enforcement service, the employer will only provide the QRLEO identification card indefinitely if that employee does not obtain employment as a full time permanent (non-probationary) sworn law enforcement employee elsewhere including with any city, county or tribe in the State of Nevada and provided they qualify for that identification card as determined by HR 218/LEOSA/18 U.S.C. § 926C.
- 8.24.8.8 Once that separated/retired/resigned employee with less than 10 years of State of Nevada Law Enforcement service is off probationary status with a new employing law enforcement agency as a sworn law enforcement employee, they will no longer be entitled to a QRLEO identification card even when employment with that new agency ends.

**ARTICLE 9: 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 shall be subject to a maximum balance of four hundred eighty hours (480).
- 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 service, an employee is entitled to accrue Annual Leave at the following rate:
  - 9.2.3.2 Employees with zero (0) to nine (9) years of continuous service will accrue ten (10) hours of Annual Leave per month.
  - 9.2.3.3 Employees with ten (10) to fourteen (14) years of continuous service will accrue twelve (12) hours of Annual Leave per month.
  - 9.2.3.4 Employees with fifteen (15) or more years of continuous service will accrue fourteen (14) hours of Annual Leave per month.

#### 9.2.4 Annual Leave Usage

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

#### 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 forty (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 State service, excluding termination for just cause, an employee will be compensated in a lump sum payment for any accrued but unused Annual Leave hours earned through the last day worked, provided the employee has (6) months of continuous full-time service.
- 9.2.5.3 Upon 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 The use and administration of Catastrophic Leave shall be pursuant to NAC 284.575 to 577, et. seq.

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

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

### 9.5 **COMPENSATORY TIME**

- 9.5.1 As defined in Article 8, Compensation.

### 9.6 **HOLIDAYS**

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

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

## 9.6.2 Holiday Pay

- 9.6.2.1 When an authorized holiday falls on an employee's regularly scheduled workday and the employee is not required to work, the employee shall be paid at their regular hourly rate of pay for the hours equal to their regularly scheduled work shift. For example, if an employee works an 8-hour shift, they will get paid for 8 hours at their regular hourly rate of pay. If an employee works a 10-hour shift, they will get paid for 10 hours at their regular hourly rate of pay.
- 9.6.2.2 Employees will not accrue more than 40 hours during a holiday week without Department/Division approval, such as in overtime scenarios.
- 9.6.2.3 In instances when employees are unable to adjust their shift or day off because of Department/Division need, those employees will be authorized to claim, "paid day off holiday" PDOH with prior approval (see 9.6.5.2 below).
- 9.6.2.4 During a holiday work week, an employee working an alternative or innovative schedule has the option of remaining on their current schedule or they may request to modify their schedule to complete a standard work week, subject to supervisor approval.
- 9.6.2.5 The Employer retains the right to modify an employee's daily work hours during holiday weeks to accommodate shift coverage and on duty personnel requirements.

## 9.6.3 Holiday Premium Pay

- 9.6.3.1 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.

## 9.6.4 Holiday Observance Days

- 9.6.4.1 For full-time employees with 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.
- 9.6.4.2 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 officer's workday immediately before or immediately after as the holiday.
- 9.6.4.3 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.
- 9.6.4.4 The holiday for graveyard shifts 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.
- 9.6.4.5 The holiday for graveyard shift will be the same for all graveyard shift employees in a facility.

## 9.6.5 Holiday Compensation Rules

- 9.6.5.1 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. 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.
- 9.6.5.2 If a holiday falls on an employee's RDO and they are unable to observe the holiday per 9.6.4.2 or 9.6.4.3, the employee will receive PDOH for hours equal to their regularly scheduled shift.
- 9.6.5.3 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.

## **9.7 MILITARY LEAVE**

- 9.7.1 Military Leave shall be used and administered pursuant to NAC 284.5785.
- 9.7.2 Employees who have taken leave under this Article, Part A, Section 7 Military Leave, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.
- 9.7.3 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to USERRA.

## **9.8 SICK LEAVE**

- 9.8.1 Accrual
  - 9.8.1.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NAC 284.542 to 284.5777, et. Seq...
  - 9.8.1.2 An employee may be placed on mandatory Sick Leave by the Department or Division Director pursuant to NAC 284.568.
  - 9.8.1.3 Employees may be required to provide a medical certification pursuant to NAC 284.566. If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be placed an AWOL status and may be subject to disciplinary action.
- 9.8.2 Sick Leave Call in for Employees in a Position Requiring Relief
  - 9.8.2.1 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice the duty supervisor as soon as practicable but, not less than two and one-half (2 ½) hours prior to their scheduled time to report to work.
- 9.8.3 Restrictions While on Sick Leave
  - 9.8.3.1 An employee who calls in sick must remain at their place of residence, a medical facility, a doctor's office, or shall notify their supervisor of the location they will be convalescing during the use of paid Sick Leave. Failure to abide by this Section may constitute Sick Leave abuse and may result in disciplinary action.
- 9.8.4 Sick Leave Abuse
  - 9.8.4.1 The use of Sick Leave for purposes other than defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse.

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

9.8.4.3 Sick Leave abuse may lead to disciplinary action

## **9.9 UNION LEAVE**

9.9.1 See Article 15, Union Rights.

## **9.10 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION)**

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

## **9.11 PERSONAL LEAVE**

9.11.1 Full time employees shall be credited with the hours equal to their regularly scheduled work shift for two (2) Personal Leave days each calendar year regardless of hire date.

9.11.2 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.

9.11.3 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.

9.11.4 An employee who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.

9.11.5 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.

## **9.12 BENEFITS RELATING TO DOMESTIC VIOLENCE**

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

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

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

9.12.2.2 Obtain counseling or assistance; and/or,

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

9.12.2.4 Establish a safety plan.

9.12.3 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.

## **9.13 BEREAVEMENT LEAVE**

- 9.13.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.
- 9.13.2 Bereavement Leave must be used no later than one (1) year after the death of the family member for which the Bereavement Leave was requested.

**9.14 FURLOUGH LEAVE**

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

**9.15 LEAVE WITHOUT PAY (LWOP)**

- 9.15.1 LWOP may be used and administered pursuant to NAC 284.578 and 284.580.

**9.16 LEAVE OF ABSENCE WITHOUT PAY**

- 9.16.1 A leave of absence without pay may be approved pursuant to NAC 284.578.

**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), the Nevada Family Leave Act, and NAC 284.581 to 284.5813, et, seq...

**ARTICLE 10: WORK PERFORMANCE**

- 10.1 The Employer will evaluate employee work performance according to established work standards. Employees will be made aware of their specific work standards and work expectations upon initial appointment to their position. Work standards may be subject to change and can include but are not limited to job elements such as: quality of work; quantity of work; work habits; relationships with others; taking action independently; meeting work commitments; analyzing situations and materials; and, if supervising is a part of the employee's job duties, their supervision of the work of others.
- 10.2 The performance evaluation process will include performance goals and expectations that reflect the employee's and the Employer's objectives.
- 10.3 Annual performance evaluations will generally be conducted to coincide with an employee's pay progression date.
- 10.4 Employees serving a six (6) month Probationary Period will be evaluated by an immediate supervisor at the completion of the second (2nd) and fifth (5th) months of employment.
- 10.5 Employees serving a twelve (12) month Probationary Period will be evaluated by an immediate supervisor at the completion of the third (3rd), seventh (7th), and eleventh (11th) months.
- 10.6 Employees will receive copies of each performance report and copies will be placed in the Supervisor File and the employee's Departmental/Divisional and the Employer's Central Personnel Files.

**10.7 COACHING & COUNSELING**

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

### ***10.8 LETTERS OF INSTRUCTION***

- 10.8.1 Letters of Instruction are used as a tool designed to serve as a way for the Employer to provide an employee with information and instruction or training to correct behavior or performance deficits.
- 10.8.2 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.
- 10.8.3 Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the employee's activities.
- 10.8.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental/Divisional Personnel File.

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

- 10.9.1 If an employee is having documented performance issues, a meeting may be held between the Department or Division, the employee, and if the employee desires, a Union Representative. The function of this meeting is to discuss and agree upon the parameters of a PIP designed to help the employee meet identified work performance standards.
- 10.9.2 A copy of the executed, signed, and/or acknowledged PIP will be provided to the employee and will be filed in the Supervisor File and the employee's Departmental/Divisional Personnel File.

### ***10.10 PERFORMANCE EVALUATION REVIEW***

- 10.10.1 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 supervisor within ten (10) calendar days of a performance evaluation meeting. A Reviewing Officer will be assigned by the employee's Department/Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the employee. A permanent employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.

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

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

## **ARTICLE 11: RECORDS MANAGEMENT**

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

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

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

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 request a copy of the file.

11.5 The Employer and its Departments/Divisions shall provide at least one (1) full copy of a file requested by an employee but may charge a reasonable fee for copying any materials beyond the first copy requested by the employee or their representative. The information in this Article shall not be construed as an exhaustive representation of the Employer's policies and procedures governing records management. For more detailed information, visit the DHRM Central Records website.

### **11.6 FILE TYPES**

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

#### 11.6.1.1 Medical File

11.6.1.1.1 Medical Files are maintained by the employee's Department/Division and will be kept separate and confidential in accordance with Federal and State law.

#### 11.6.1.2 Payroll File

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

#### 11.6.1.3 Personnel File

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

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

#### 11.6.1.4 Supervisor File

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

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

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

#### 11.6.1.5 Training File

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

#### 11.6.1.6 Background Investigation File

11.6.1.6.1 Background investigation files generally contain documentation related to an employee's personal history questionnaire, background investigation packet, documentation and information obtained during the employee's background investigation results, polygraph/CVSA results, medical evaluation results, psychological evaluation results, physical fitness results and more pertaining to the employee's background and background investigation.

### ***11.7 CONFIDENTIALITY***

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

### ***11.8 PUBLIC RECORDS***

11.8.1 The DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental/Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster shall exclude information deemed sensitive related to all employees in law enforcement job classifications, including but not limited to, such information deemed confidential under NRS 289 and any other Federal or State law provisions.

### ***11.9 RECORD KEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION, PERFORMANCE EVALUATION, PROMOTION, OR TRANSFER***

- 11.9.1 Letters of Instruction may be retained within the employee's Supervisor File until the completion of the employee's next annual performance evaluation or for a total of twelve (12) months, whichever is greater.
- 11.9.2 A Documented Verbal Warning will be considered for the purposes of evaluating further disciplinary action no later than thirty-six (36) months from the date of issuance, so long as the events giving rise to the Documented Verbal Warning did not result in any further discipline.
- 11.9.3 An Documented Verbal Warning may be considered for the purposes of evaluating promotions or transfers no later than thirty-six (36) months from the date of issuance, so long as: 1) the Documented Verbal Warning is the only incident in the Supervisor File on that employee; and 2) the events giving rise to the Documented Verbal Warning did not result in any additional or progressive discipline.
- 11.9.4 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than sixty (60) months from the date of issuance, so long as the events giving rise to the Written Reprimand did not result in any further discipline.
- 11.9.5 A Written Reprimand will be considered for the purposes of evaluating promotions or transfers no later than sixty (60) months from the date of issuance, so long as: 1) the Written Reprimand is the only incident in the Personnel File on that employee; and 2) the events giving rise to the Written Reprimand did not result in any additional or progressive discipline.
- 11.9.6 Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.
- 11.9.7 In the event an employee is not chosen to transfer to another Employer Department/Division due to a matter arising from their Personnel File or background investigation related to provisions of NAC 289.110, the employee will be given the opportunity to examine their file and submit a written response to documentation in their file for future consideration. The Appointing Authority may, but is not required to, change their hiring decision.

#### ***11.10 CONFIDENTIALITY***

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

#### ***11.11 PUBLIC RECORDS***

- 11.11.1 The DHRM maintains a roster of the Employer's employees in public service which includes the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the DHRM Central Records Unit or the employee's Departmental/Divisional Human Resources Office upon receipt of a written request. Upon request, the DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the IRS. For the purposes of public inspection, the roster shall exclude information deemed sensitive related to all employees in law enforcement job classifications, including but not limited to, such information deemed confidential under NRS 289 and any other Federal or State law provisions.

## **ARTICLE 12: DISCIPLINE**

- 12.1 The purpose of this Article is to provide for an equitable and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline any Employee without Just Cause as defined in this agreement.

The Appointing Authority, or designee, will evaluate or investigate each incident that is subject to discipline on a case-by-case basis pursuant to this Agreement and Employer, Department/Division-specific Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies. At the conclusion of an evaluation or investigation, the Appointing Authority, or designee, will determine the appropriate disciplinary action to be applied, if any, to correct the conduct in accordance with a progressive disciplinary model.

- 12.1.1 A Probationary release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to **NRS 289.020(2)** with the Department Director or their designee.
- 12.1.2 An employee serving a Trial Service Period, shall be provided the opportunity for hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from Trial Service Period is not considered a disciplinary act and is not the grievance process.

## ***12.2 PEACE OFFICERS BILL OF RIGHTS***

- 12.2.1 The Employer and the Union agree that NRS Chapter 289, known as the Peace Officer Bill of Rights, applies to the investigation and administration of disciplinary action relating to peace employees employed by the State of Nevada.
- 12.2.2 The Employer and the Union agree that this Agreement covers employees in Bargaining Unit H and are job classifications defined as “Category II Peace Officers”.

## ***12.3 PROGRESSIVE DISCIPLINE***

- 12.3.1 The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit employees and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the employees’ conduct or performance deficits continue.
- 12.3.2 Disciplinary action may be issued for, but is not limited to, the following:
- 12.3.2.1 Any act of commission and/or omission that constitutes misconduct.
  - 12.3.2.2 Any activity that is incompatible with an employee’s conditions of employment codified by statute, regulation, standard, or Employer policy.
  - 12.3.2.3 Any violation of Federal or State law, Department/Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.
  - 12.3.2.4 Failure of an employee to abide by the standards of ethical conduct that is identified in State law or Department/Division policy.
- 12.3.3 Progressive disciplinary action includes the following, in order of severity:
- 12.3.3.1 Documented Verbal Warnings

- 12.3.3.1.1 When instruction and training have not resulted in the change in behavior or performance that is desired, a Verbal Warning is typically the first level in the progressive disciplinary process.
- 12.3.3.1.2 A Documented Verbal Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the employee was notified. A copy of the Documented Verbal Warning will be filed in the Supervisor File if one is maintained.
- 12.3.3.1.3 This level of discipline may be skipped when the seriousness of the employee's behavior and/or performance warrants a higher level of discipline on a first offense.
- 12.3.3.2 WRITTEN REPRIMAND
  - 12.3.3.2.1 Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.
  - 12.3.3.2.2 Written Reprimands will be issued using the NPD-52 Written Reprimand form.
  - 12.3.3.2.3 A copy of the executed, signed, and/or acknowledged Written Reprimand will be provided to the employee and will be placed in the Supervisor File if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
  - 12.3.3.2.4 An employee shall not be disciplined for refusing to sign a Written Reprimand. The supervisor will simply note "employee refused to sign". Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.
  - 12.3.3.2.5 An employee may grieve the receipt of a Written Reprimand by filing a grievance under Article 13, Grievance Procedure, within fifteen (15) Business Days of receipt of the Written Reprimand; however, such a grievance must end at Step 3 as defined within the Grievance Procedure.
- 12.3.3.3 Suspension from Duty Without Pay
  - 12.3.3.3.1 When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline.
  - 12.3.3.3.2 The employer shall not suspend an employee without pay during or pursuant to an investigation conducted by the Employer until all investigations relating to the matter have concluded.
  - 12.3.3.3.3 A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.
  - 12.3.3.3.4 A suspension from duty without pay will not exceed thirty (30) calendar days.
  - 12.3.3.3.5 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

- 12.3.3.3.6 Suspension from duty without pay may either be grieved under Article 13, Grievance Procedure within fifteen (15) Business Days from the effective date of the suspension from duty without pay or appealed to the Nevada State Personnel Commission for review by a Hearing Officer, within ten (10) Business Days in accordance with NRS 284.390.
- 12.3.3.3.7 Once an employee has properly filed a grievance under either Article 13, Grievance Procedure, or NRS 284.390, they may not proceed in an alternative manner.
- 12.3.3.3.8 A grievance of a suspension from duty without pay will begin at Step 4 under Article 13, Grievance Procedure.
- 12.3.3.4 DEMOTION
  - 12.3.3.4.1 Demotion occurs after other forms of discipline have not produced the appropriate change in behavior and when the employee's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline.
  - 12.3.3.4.2 A demotion will be issued using the HR-41 Specificity of Charges form
  - 12.3.3.4.3 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided for the employee and will be placed in the Supervisor File if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
  - 12.3.3.4.4 Demotion may either be grieved under Article 13, Grievance Procedure, within fifteen (15) Business Days from the effective date of the demotion or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) Business Days, in accordance with NRS 284.390. Once an employee has properly filed a grievance under either Article 13, Grievance Procedure, or NRS 284.390, they may not proceed in an alternative manner.
  - 12.3.3.4.5 A grievance of a demotion will begin at Step 4 under Article 13, Grievance Procedure.
- 12.3.3.5 DISMISSAL FROM SERVICE
  - 12.3.3.5.1 Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the employee's behavior is particularly egregious.
  - 12.3.3.5.2 A dismissal from State service will be issued using the HE-41 Specificity of Charges form.
  - 12.3.3.5.3 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided to the employee and will be placed in the Supervisor File if one is maintained, the employee's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
  - 12.3.3.5.4 Dismissal from service may either be grieved under Article 13, Grievance Procedure, within fifteen (15) Business Days from the effective date of the dismissal or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) Business Days, in accordance with NRS 284.390.

- 12.3.3.5.5 Once an employee has properly filed a grievance under either Article 13, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.
- 12.3.3.5.6 The grievance of a dismissal from service will begin at Step 4 under Article 13, Grievance Procedure.

## **12.4 INVESTIGATIONS**

- 12.4.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into employee conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial.
- 12.4.2 An employee who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of employee Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the employee. The notice must be provided before the employee is questioned regarding the allegations.
  - 12.4.2.1 The notice provided to the employee who is the subject of the investigation must include:
    - 12.4.2.2 A description of the nature of the investigation.
    - 12.4.2.3 A summary of alleged misconduct of the employee.
    - 12.4.2.4 The date, time, and place of the interview or hearing.
    - 12.4.2.5 The name and rank of the employee in charge of the investigation and the employees who will conduct any interview or hearing.
    - 12.4.2.6 The name of any person who will present at any interview or hearing; and,
    - 12.4.2.7 A statement setting forth the provisions of subsection 1 of NRS 289.080.
- 12.4.3 The employee must be afforded the right to have a lawyer or any other representative of the employee's choosing present at any time that the employee is questioned regarding the allegations, including without limitation, a lawyer, a representative of any labor union, or another peace employee.
- 12.4.4 An internal administrative investigation that could lead to disciplinary action against an employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41 within ninety (90) calendar days after the employee is provided notice of the allegations.
- 12.4.5 If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days after the employee is provided notice of the allegations pursuant to HR-32, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator upon showing of good cause for the delay and that the extension is needed to complete the investigation, make determination, and notify the employee of any possible discipline. No further extensions may be granted unless approved by the Governor. The decision to grant or deny an extension of time is not subject to separate grievance or review.

- 12.4.6 If the Appointing Authority does not make a determination about discipline within ninety (90) days after the employee is provided notice of the allegations, or within any extended time period approved pursuant to this Article and Nevada law, the Appointing Authority shall not take disciplinary action against the employee pursuant to NRS 284.385 upon which the allegations are based.
- 12.4.7 At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the employee committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, shall consider progressive discipline and the seriousness of the offense.
- 12.4.8 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 notice that any investigation is complete and that no disciplinary action will be imposed. The employee shall not be entitled access to the file of the disciplinary investigation unless disciplinary action is imposed.

## ***12.5 PRE-DISCIPLINARY REVIEW***

- 12.5.1 If, following an investigation, an Appointing Authority intends to recommend that the employee who was the subject of the investigation be suspended, demoted, or dismissed, the Appointing Authority must notify the employee of such fact and give the employee and/or any representative of the employee a reasonable opportunity to inspect any evidence in the possession of the Employer and submit a response.
- 12.5.2 The Appointing Authority must consider any such response before making a recommendation to impose a suspension, demotion, or dismissal against the employee. If the Appointing Authority recommends a suspension, demotion, or dismissal be imposed against the employee and the employee appeals the recommendation to impose a suspension, demotion, or dismissal, the employee and/or any representative of the employee may review and copy the entire file concerning the internal investigation, including, without limitation, any evidence, recordings, notes, transcripts of interviews, and documents contained in the file.
- 12.5.3 If, following an investigation, an Appointing Authority, or designee, proposes that a permanent employee be dismissed, suspended, or demoted, the following procedure for a Pre-Disciplinary Review before the proposed action must be followed:
  - 12.5.3.1 A Pre-Disciplinary Review must be scheduled on the employee's behalf unless waived in writing by the employee as outlined below. The Pre-Disciplinary Review must be scheduled to take place not earlier than seven (7) Business Days after the HR-41 is delivered or deemed received. The Pre-Disciplinary Review must not be scheduled on a day which is not a regular Business Day for the employee. If the Appointing Authority, or designee, and the employee agree, the date of the Pre-Disciplinary Review may be changed. The employee must be afforded the right to have a lawyer or any other representative of the employee's choosing present at any time of the Pre-Disciplinary Review, including without limitation, a lawyer, a representative of any labor union, or another peace employee.

- 12.5.3.2 The employee may waive the right to a Pre-Disciplinary Review before the proposed action in writing. If the employee makes such a waiver, they may not be dismissed, suspended, or demoted before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file grievance or appeal after the action is taken.
- 12.5.3.3 The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.
- 12.5.3.4 The employee may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal.
- 12.5.3.5 This process is an informal proceeding between the Appointing Authority, or designee, and the employee and their representative(s), who meet to discuss the proposed disciplinary action. The employee will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 12.5.3.6 The employee may respond both orally and in writing to the Pre-Disciplinary Review.
- 12.5.3.7 The employee must be:
  - 12.5.3.7.1 Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and.
  - 12.5.3.7.2 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 is the first day the disciplinary action takes effect. If the Appointing Authority cannot provide such a decision on or before the proposed effective date, the proposed effective date will be extended to allow for the Appointing Authority to complete the decision-making process and the employee will be notified of the final effective date.

## ***12.6 CONFIDENTIALITY***

- 12.6.1 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.

## ***12.7 COMPLETE ACTION***

- 12.7.1 The Employer and the Union agree that once discipline and/or an investigation is administered and satisfied, an employee shall not be subjected to any further investigation or subject to discrimination or retaliation related to the underlying event.
- 12.7.2 Expired disciplinary action, pursuant to Article 11, Records Management, shall not be considered for suitability for transfer or promotional opportunities.

## ***12.8 OFF-DUTY CONDUCT***

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

## **ARTICLE 13: GRIEVANCE PROCEDURE**

- 13.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal matter, this Article provides a formal process for problem resolution.
- 13.2 Probationary employees may not file a grievance under this Article relating to their failure to complete, or the failure of, their Probationary Period.
- 13.3 “Grievance” means an act, omission, or occurrence which a permanent classified employee feels constitutes an injustice relating to any condition arising out of the relationship between the Employer and the employee, including, but not limited to, compensation, employee’s working hours, employee’s working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the employee’s employment, imposition of discipline, or other adverse personnel actions.
- 13.4 The term ‘grievance’ does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:
- 13.4.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 21, Unlawful Discrimination.
- 13.4.2 A change in classification or the allocation of positions (NRS 284.165).
- 13.4.3 Refusal to examine or certify an applicant for an open position (NRS 284.245).
- 13.4.4 A denial of Catastrophic Leave (NRS 284.3629).
- 13.4.5 Reprisal or retaliatory action against a State employee or employee who discloses improper governmental action (NRS 281.641).
- 13.5 Informal resolution of disputes is encouraged before the parties’ resort to the formal grievance procedure.
- 13.6 Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) employee’s Business Days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware of the incident giving rise to the alleged grievance. In the case of disciplinary actions, a grievance shall be filed in writing within fifteen (15) employees’ Business Days after the effective date of the discipline at the step set forth in Article 12, Discipline.

### ***13.7 FILING & PROCESSING A GRIEVANCE***

#### **13.7.1 Procedure**

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

- 13.7.1.2 An employee in the bargaining unit who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or suspension through the grievance procedure provided in this Article, or the procedure prescribed by NRS 284.390.
  - 13.7.1.3 An employee who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through the grievance procedure provided in this Article, or the procedure prescribed by NRS 288.115.
  - 13.7.1.4 Once the employee has filed a grievance in writing under the procedure described in this Article or has requested a hearing under NRS 284.390 or has filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.
- 13.7.2 Contents of Grievance & Recipients of Grievance
- 13.7.2.1 The written grievance must be filed via the Employer’s electronic grievance reporting system, unless that system is not available in which case the employee may file in written format or email to the employee’s immediate supervisor, with a copy to the DHRM LRU. The grievance must include the following information:
    - 13.7.2.1.1 The name of the grievant.
    - 13.7.2.1.2 The grievant’s job classification, Department, Division, and Section.
    - 13.7.2.1.3 The grievant’s contact information,
    - 13.7.2.1.4 The date, time, and place of the incident leading to the grievance and a statement setting forth with particularity the pertinent facts surrounding the nature of the grievance,
    - 13.7.2.1.5 The name(s) of any witness(es) to the alleged incident,
    - 13.7.2.1.6 The specific Article, Section, and Subsection of the Agreement alleged to have been violated, and/or, the specific NAC, NRS, or policy alleged to have been violated,
    - 13.7.2.1.7 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution,
    - 13.7.2.1.8 The specific remedy sought by the grievant, and,
    - 13.7.2.1.9 The name and contact information for the grievant’s representative(s), if any.
  - 13.7.2.2 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed in writing with the employee’s immediate supervisor at Step 1.
  - 13.7.2.3 Grievances of suspensions, demotions, dismissals, or voluntary transfer will be filed beginning at Step 4.
- 13.7.3 Modifications to a Grievance
- 13.7.3.1 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 the Employer.
- 13.7.4 Consolidation of Grievances
- 13.7.4.1 The Employer and the grievant may agree to consolidate grievances arising out of the same set of facts

### 13.7.5 When Resolution of a Grievance Becomes Binding

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

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

### 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 and the Employer, the parties may request an informal mediation session through the DHRM Employee 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 A grievance may be withdrawn by the employee at any time. If a grievance is resolved or withdrawn, it may not be re-filed unless it was filed prior to its effective date. Such grievance must be filed within the timelines specified in this Article.
- 13.9.2 Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant and the Employer.
- 13.9.3 Step 1 – Immediate Supervisor
  - 13.9.3.1 Step 1 of the grievance process is an attempt by the grievant and their representative(s), if any, and the grievant’s immediate supervisor to resolve the dispute.
  - 13.9.3.2 If the grievance involves or is against the employee’s immediate supervisor, the employee may choose to elect another similarly situated supervisor to adjudicate the grievance at Step 1; or they may choose to file the grievance at Step 2.
  - 13.9.3.3 The supervisor will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) employees’ Business Days following the receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.
- 13.9.4 Step 2 – Division Administrator, Deputy Administrator, or Designee

- 13.9.4.1 If the grievance is not resolved at Step 1, the grievant or their representative(s), if any, may present the written grievance to their Division Administrator, Deputy Administrator, or designee in writing via the Employer's electronic grievance reporting system.
- 13.9.4.2 The Division Administrator, Deputy Administrator, or designee will attempt to meet or confer by telephone with the grievant and their representative(s), if any, and will issue a response in writing within fifteen (15) employee's Business Days following receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.
- 13.9.4.3 If the grievant wishes to escalate the grievance to the next step, they must do so within fifteen (15) employees' Business Days of the receipt of the Step 2 response.
- 13.9.5 Step 3 - Department Director, or Designee
  - 13.9.5.1 If the grievance is not resolved at Step 2, the grievant or their representative(s), if any, may present the written grievance to the Department Director, or designee in writing via the Employer's electronic grievance reporting system.
  - 13.9.5.2 The Department Director, or designee, will attempt to meet or confer by telephone with the grievant and their representative(s), if any, and will issue a response in writing fifteen (15) days following receipt of the grievance unless the Employer and the grievant mutually agree in writing to an extension of that time.
- 13.9.6 Step 4 – Labor Relations Unit
  - 13.9.6.1 If the grievance is not resolved at Step 3, the grievant or their representative(s), if any, may escalate the grievance to the Labor Relations Unit (LRU) in writing via the Employer electronic grievance reporting system within fifteen (15) days employee's Business Days of receipt of the Step 3 decision. The LRU will attempt to meet in person or video conference with the grievant and their representative(s), if any by telephone. The purpose of this meeting will be to determine whether and resolution may be reached prior to Step 5 of this process.
  - 13.9.6.2 The LRU or grievant may request formal mediation with the parties and LRU will facilitate scheduling the Federal Mediation & Conciliation Service (FMCS) and the grievant. The formal mediation session shall be scheduled as soon as practicable considering the schedules of the Mediator and the parties.
  - 13.9.6.3 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 agreements reached during 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 may 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 5 of this process.
  - 13.9.6.4 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.
- 13.9.7 Step 5 – Arbitration

- 13.9.7.1 If the grievance is not resolved at Step 4, the grievant or their representative(s), if any, may escalate the grievance to Step 5 in writing via the Employer's electronic grievance reporting system within thirty (30) employee's Business Days. Escalation to Step 5 will constitute a demand to arbitrate the dispute with the American Arbitration Association (AAA) or the FMCS. The LRU will facilitate obtaining a list of arbitrator names within thirty (30) employees' Business Days of the receipt of the demand to arbitrate. The LRU will facilitate the scheduling of any arbitration proceedings between the grievant and their representative(s), if any, and the Employer.
- 13.9.7.2 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. The LRU will facilitate the schedule of arbitration proceedings between the grievant and the Employer.

### **13.10 ARBITRATION PROCEDURE**

#### 13.10.1 Selecting an Arbitrator

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

#### 13.10.2 Authority of the Arbitrator

- 13.10.2.1 The jurisdiction and authority of the Arbitrator, as well as the final opinion and award shall be confined exclusively to the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the employee's employment, including the imposition of discipline, or other adverse personnel actions. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement.
- 13.10.2.2 The Arbitrator shall have no authority to establish or alter in any way wage rate or wage structure or to consider any term or condition of employment not expressly set forth within this Agreement.
- 13.10.2.3 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.
- 13.10.2.4 If the subject grievance involves the review of a suspension, demotion, or dismissal from State service, the Arbitrator must determine the reasonableness of the Department's/Division's decision by conducting a three-step review process as described below.
  - 13.10.2.4.1 First, the Arbitrator will review de novo whether the employee in fact committed the alleged violation(s). In so doing, the Arbitrator will determine whether substantial evidence of just cause exists to support the Department's/Division's conclusions.
  - 13.10.2.4.2 Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a Department's/Division's conclusions.

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

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

### 13.10.3 Witnesses

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

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

13.10.3.3 The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the standard set forth in the Uniform Arbitration Act.

13.10.3.4 Decisions of the Arbitrator shall be enforced within forty-five (45) days of receipt by both parties unless the decision requires legislative approval or funding. If the decision requires legislative approval or funding, the Employer agrees to enforce the decision as quickly as can be reasonably affected and will provide updates to the Union in writing every thirty (30) days.

13.10.3.5 If the Employer fails to implement an arbitration award that does not require legislative approval or funding to enforce within 180 days of receipt of the decision, the Union reserves the right to file for relief through the Employee Management Relations Board (EMRB), pursuant to NAC 288.200, and/or a court of competent jurisdiction.

### 13.10.4 Attendance at Meetings

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

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

- 13.10.4.3 An employee may be authorized by their supervisor to adjust their work schedule, take leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from meetings, mediation sessions, or arbitration regarding the grievance.
- 13.10.4.4 When feasible, an employee must provide at least two (2) employee's Business Days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting.
- 13.10.4.5 When feasible, two (2) weeks' notice is required prior to a mediation session or arbitration. If the required notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. Notification must include the approximate amount of time the employee expects the meeting or hearing to take. As determined by the supervisor, any Department/Division business requiring the employee's immediate attention must be completed prior to attending the meeting, mediation, or arbitration. An employee cannot use a State vehicle to travel to and from 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 during the same term of this Agreement.

### ***13.12 TIMELINES***

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

### ***13.13 FAILURE TO MEET TIMELINES***

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

## **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 Bargaining Unit H on behalf of the Executive Department. Therefore, the LRU is the only State entity with the authority to engage on collective bargaining matters on behalf of the Executive Department under NRS 288. As Bargaining Unit H spans multiple State Departments/Divisions, no single State Department/Division has the authority absent the involvement and approval of the LRU.

### ***14.3 THE UNION***

- 14.3.1 Bargaining Unit H has designated the Nevada Peace Officer Association (NPOA) as its exclusive representative concerning all collective bargaining matters on its behalf. Therefore, unless otherwise ordered by the Nevada Employee Management Relations Board (EMRB), the Union is the only entity with the authority to act as the agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit H under NRS 288.

### ***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](mailto:laborrelations@admin.nv.gov) or to the NPOA at [info@nsleoa.org](mailto:info@nsleoa.org), respectively.
- 14.4.2 The parties shall not maneuver around the statutory exclusive representative channels to engage or gain any advantage on matters concerning collective bargaining under NRS 288.
- 14.4.3 The Employer and the Union agree that the Union is not precluded from communicating directly with State Departments/Divisions to foster and support Union/Management relations or to discuss issues that arise. However, communications with a single Department/Division are not formal collective bargaining communications and do not give rise to complaints filed under NRS 288.

### ***14.5 UNION GRIEVANCE***

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

### ***14.6 UNION GRIEVANCE PROCESS***

- 14.6.1 Upon receipt of a Union Grievance, the LRU will meet and confer with the Union regarding the grievance. Pursuant to discussion during any meeting or conference, the LRU will respond in writing to the Union within fifteen (15) calendar days of that meeting or conference, unless a different time period is mutually agreed upon.
- 14.6.2 Should the Union Grievance not be resolved, the Union or the LRU may request formal mediation session(s) with the Federal Mediation & Conciliation Service (FMCS) within thirty (30) calendar days of the date of issuance of the response from the LRU.

- 14.6.2.1 The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the mediation.
- 14.6.2.2 Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.
- 14.6.3 Should the Union Grievance not be resolved with formal mediation, the Union may submit a demand for arbitration with the American Arbitration Association (AAA) or the FMCS within thirty (30) calendar days of the decision or the formal mediation session, with a copy to the LRU.
- 14.6.4 Once a demand for arbitration is filed and the AAA or FMCS has supplied a list of names of arbitrators, the parties will select an arbitrator by alternately striking names until one name remains. The party striking first shall be determined by lot.
- 14.6.5 The parties agree that any arbitration proceedings will be conducted in accordance with the AAA or the FMCS Rules of Arbitration, unless otherwise agreed in writing.
- 14.6.6 No later than fourteen (14) calendar days after the demand to arbitrate has been filed, the parties agree to make their respective requests for relevant documents and witnesses and to provide a response to the requests within thirty (30) calendar days from the date of receipt.
- 14.6.7 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of this entire hearing and decision- making process, at
- 14.6.8 the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.
- 14.6.9 When an employee is subpoenaed as a witness on behalf of the Union or the Employer in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
- 14.6.10 The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement.
- 14.6.11 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.
- 14.6.12 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of the Arbitrator's transcript, if any, shall be borne equally by the parties. All other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expense.

#### ***14.7 SUCCESSOR CLAUSE***

- 14.7.1 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.

#### ***14.8 COLLECTIVE BARGAINING NEGOTIATIONS***

- 14.8.1 The parties agree to conduct formal negotiations including any potential need for mediation or impasse in accordance with NRS 288.

## **ARTICLE 15: UNION RIGHTS**

### ***15.1 EMPLOYEE RIGHTS***

- 15.1.1 Employees have the right to become a member of the Union.
- 15.1.2 Employees have the right to Union representation on matters adversely affecting their conditions of employment. It is the employee's responsibility to arrange for Union representation during any meeting. The inability to secure Union representation is not a reason for a meeting to be delayed or postponed.
- 15.1.3 Except as otherwise specified in this Agreement, the right to Union representation will not apply to discussions with an employee in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an employee.
- 15.1.4 Employees have the right not to participate in Union activities or to be a member of the Union. Neither the Employer nor the Union may discriminate in any way against non-Union-member employees relative to their choice of non-participation or membership; however, if the employee is in a job classification covered under the exclusive representation of the Union, they will still be subject to the provisions of this Agreement as it applies to their job classification.

### ***15.2 UNION RIGHTS***

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

### ***15.3 UNION STAFF REPRESENTATIVES***

- 15.3.1 Union Staff Representatives are individuals employed by the Union, not the Employer. An example of a Union Staff Representative is the Executive Director of the Union.
- 15.3.2 The Union will provide the DHRM Labor Relations Unit (LRU) with a written list of Union Staff Representatives, their geographic jurisdictions, and the appropriate contact information.
- 15.3.3 The Employer will recognize any Union Staff Representative on the list.
- 15.3.4 The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff Representatives within thirty (30) calendar days of the changes.
- 15.3.5 The Employer reserves the right to restrict or rescind the access of a recognized Union Staff Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as a representative of the Union and a guest on the Employer's premises.
- 15.3.6 Access for Union Staff Representatives
- 15.3.6.1 Union Staff Representatives may have access to the Employer's offices or facilities in accordance with Department/Division policy to carry out representational activities.

- 15.3.6.2 The Union Staff Representatives will request approval to be on-site prior to their arrival and will not interrupt the normal operations of the Department/Division. The Department/Division and the Union must mutually agree upon dates and times a Union Staff Representative may have access to the Department's/Division's premises.
- 15.3.6.3 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 or operations or is in conflict with Department/Division policy.
- 15.3.6.4 In accordance with this Article, Union Staff Representatives and bargaining unit employees may also meet in non-work areas during the employee's meal breaks, rest periods, and before and after their shifts.

#### ***15.4 UNION REPRESENTATIVES***

- 15.4.1 A Union Representative is an employee of the Employer who has been selected by the Union membership to officially represent and defend the interests of fellow bargaining unit covered employees.
- 15.4.2 The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible, if applicable. The Union will maintain the list.
- 15.4.3 A Union Representative may represent any employee who works in the same Department/Division, in the same office, facility, or geographic jurisdiction as the Union Representative and is in the bargaining unit. The Employer will not recognize an employee as a Union Representative if their name does not appear on the list.
- 15.4.4 In the event an employee requests Union representation and the Union Representative is not on the list, the Union must expressly classify the employee as a Union Representative by providing notice via telephone and/or email and/or text message to the Department/Division and the DHRM LRU in advance of the meeting, hearing, or interview.
- 15.4.5 The Union is responsible for updating any list of Union Representatives as soon as practicable. For the purposes of this Section, non-Union representative(s) pursuant to NRS 289 are excluded from this notice.
- 15.4.6 Union Representatives must request and receive approval prior to being released for representational duties.
- 15.4.7 Representational duties will be coded to Union Leave for the Union Representative's time.

#### ***15.5 USE OF STATE FACILITIES, RESOURCES, & 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 for Union business, subject to the Department's/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 persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department/Division business.
- 15.5.3 Email, Fax Machines, Telephones, the Internet, & Intranets
  - 15.5.3.1 Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.
  - 15.5.3.2 The Union and employees covered by this Agreement will not use State-owned or operated email, fax machines, telephones, the Internet, or Intranets to communicate with one another regarding Union business, except as specifically provided for in this Agreement.
  - 15.5.3.3 The Employer and the Union agree that Union employees or designees may use State-owned equipment, including use of email, fax machines, telephones, the internet & intranets, for the purposes of communicating and/or research for a response to an inquiry from a Union member, the Employer, its Departments/Divisions, and/or LRU for labor-related matters.
  - 15.5.3.4 If the Union employee or designee determines that a response to an inquiry or the research necessary for that response will take more than thirty (30) minutes to complete, they will request the use of Union Leave to complete their research and/or response. Such requests will not be unreasonably denied. The Union employee or designee will still have the ability to use State-owned equipment for the purposes of this research.
  - 15.5.3.5 Employees may use State-operated email to request Union representation. Union Representatives may use State- owned/operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 13, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:
    - 15.5.3.5.1 Result in little or no cost to the Employer.
    - 15.5.3.5.2 Be brief in duration and frequency.
    - 15.5.3.5.3 Not interfere with the performance of their official duties.
    - 15.5.3.5.4 Not distract from the conduct of State business.
    - 15.5.3.5.5 Not disrupt other State employees and will not obligate other employees to make personal use of State resources.
    - 15.5.3.5.6 Not compromise the security or integrity of State information or software.
    - 15.5.3.5.7 Not include general communication and/or solicitation with employees.
  - 15.5.3.6 The Union and its representatives will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Executive Ethics Board.
- 15.5.4 Bulletin Boards

- 15.5.4.1 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.
- 15.5.4.2 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.
- 15.5.4.3 Union communications will not be posted in any other location in the Department/Division.
- 15.5.5 Distribution of Material
  - 15.5.5.1 An employee may have access to their work site for the purpose of distributing information to other bargaining unit employees, provided:
    - 15.5.5.2 The employee is off duty.
    - 15.5.5.3 The distribution does not disrupt the Employer's operation.
    - 15.5.5.4 The distribution will normally occur as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be used.
    - 15.5.5.5 The employee must notice the Employer in advance of their intent to distribute information.
    - 15.5.5.6 Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

**15.6 TIME AWAY FROM WORK FOR UNION ACTIVITIES – UNION LEAVE**

- 15.6.1 The total maximum number of hours allotted for Union Leave is one thousand (1,000) per fiscal year. No remaining balance of Union Leave hours shall roll over from fiscal year to fiscal year.
- 15.6.2 The Union President or designee will determine the use of the Union Leave. The Union agrees not to exceed six (6) individual requests for Union Leave at one time and, under normal circumstances, not more than two (2) individuals can be from the same shift of the Department/Division unless authorized by the head of the Department/Division.
- 15.6.3 Approved Union Leave taken during normal working hours will be considered time worked including for the purposes of computing overtime.
- 15.6.4 The Employer and Union agree that requests for Union Leave shall be treated the same as requests for annual leave and sick leave, and requests for Union Leave shall be submitted in the same manner as request for Annual or Sick Leave. Employees designated by the Union to be Union Representatives, Union Committee members, and Union Collective Bargaining Team members, or designees may be allowed to use Union Leave to conduct Union Business as determined by the Union. Requests for Union Leave shall not be unreasonably denied.

- 15.6.5 The Union will provide the Department/Division and DHRM LRU, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but no later than fifteen (15) Business Days prior to the activity absent unforeseen circumstances.
- 15.6.6 An employee approved to use Union Leave and who qualifies under NAC 284.210(3) will still be entitled to receive shift differential during the approved Union Leave.
- 15.6.7 In the event the Union depletes the allotted hours in a fiscal year, they may request approval for additional hours, in writing through the DHRM LRU. Additional hours may be approved or disapproved at the Employer's discretion.

## ***15.7 UNION LEAVE***

- 15.7.1 Union Leave is paid leave that may be used when a Union Representative is performing Union-related duties.
- 15.7.2 The Department/Division may grant the use of Union Leave for Union Representatives. Requests for Union Leave must be submitted in writing and as far in advance as possible to the Department/Division. Union Leave will be considered for approval the same as annual or sick leave.
- 15.7.3 In the event immediate representation is requested due to a representational need or a critical incident, such as an Employees-Involved Shooting, the Union Representative must notify their Department/Division and receive approval to respond. Requests to respond for representation shall not be unreasonably denied.
- 15.7.4 If a Union Representative responds to a critical incident while on duty, they may utilize their assigned State-owned vehicle during the time of their response; however, they may not respond in emergency mode. Union Representatives that respond to a critical incident must identify themselves on scene as a Union Representative and that they are not responding to the scene on behalf of a State Department/Division for investigative purposes.
- 15.7.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.
- 15.7.6 The Employer may approve leave for the purpose of negotiating a successor Collective Bargaining Agreement (CBA). In the event the Union needs further allotment of Union Leave hours for the purpose of negotiations, they will request additional hours from the Employer through the DHRM LRU during the course of negotiations.
- 15.7.7 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fifteen (15) Business Days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.
- 15.7.8 Union Collective Bargaining Team members are responsible for obtaining approval from their Department/Division to use and to code their time appropriately when using Union Leave for collective bargaining.
- 15.7.9 No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

## ***15.8 CONFIDENTIALITY DURING NEGOTIATIONS***

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

- 15.8.2 No proposals will be placed on the parties' websites or distributed to individuals not on the formal negotiations' teams.
- 15.8.3 The parties are not precluded from generally communicating with their respective constituencies about the status of negotiations while they are taking place as long as that communication in no way undermines the negotiation process or divulges confidential information relative to the negotiation sessions.
- 15.8.4 The parties shall not maneuver around the formal negotiations teams to gain any advantage in the negotiations process.
- 15.8.5 There will be no public disclosure or public discussion of the issues being negotiated until resolution or impasse is reached on all issues submitted for negotiations.

## **ARTICLE 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 of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the employees with membership materials provided by the Union. The Employer will inform employees in writing if they are subsequently appointed to a position that is not in a bargaining unit.

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

- 16.2.1 Deduction of Union Dues is strictly a voluntary deduction.
- 16.2.2 The Union will provide the Employer with a copy of the employee's signed membership document.
- 16.2.3 The Union will provide the designated pay center for the employee's Department/Division with the percentage and maximum dues amount to be deducted from the employee's paycheck.
- 16.2.4 Within thirty (30) days of receipt of the completed and signed membership document, the Employer will deduct from the employee's paycheck an amount equal to the dues required to be a member of the Union.
- 16.2.5 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- 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 STATUS REPORTS***

- 16.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information:
  - 16.3.1.1 Employee name.
  - 16.3.1.2 Mailing address.
  - 16.3.1.3 Employee job title.
  - 16.3.1.4 Department and Division. Official duty station or work site.

- 16.3.1.5 Work phone number.
  - 16.3.1.6 Work email address.
  - 16.3.1.7 Date of hire.
  - 16.3.1.8 Pay grade.
  - 16.3.1.9 Pay step.
  - 16.3.1.10 Seniority date.
  - 16.3.1.11 Separation date.
- 16.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 16.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

#### ***16.4 REVOCATION***

- 16.4.1 An employee may revoke their authorization for payroll deduction of Union dues by written request to the Union in accordance with the terms and conditions of their signed membership document. Upon receipt by the Employer of the confirmation from the Union that the terms of the employee's authorization for payroll deduction revocation have been met, every effort will be made to end the deduction effective on the first payroll, and not later than the second payroll, subsequent to the revocation.

#### ***16.5 INDEMNIFICATION***

- 16.5.1 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 or on account of compliance with this Article and any and all issues related to the deduction of Union dues or fees.
- 16.5.2 The Department/Division agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

### **ARTICLE 17: TRAINING & PROFESSIONAL DEVELOPMENT**

#### ***17.1 GENERAL PROVISIONS***

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

#### ***17.2 MANDATORY TRAINING***

- 17.2.1 Employees are required to complete mandatory training courses as specified in the Employer's or their Department's/Division's policies, Administrative Regulations, Standing Orders, and directives, and within the timelines outlined. Departments/Divisions will give employees time during their regularly scheduled workday to complete mandatory training.
- 17.2.2 The Employer will provide access for all employees to all mandatory training courses via online programs, in-person classes, or independent study courses.

- 17.2.3 Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.
- 17.2.4 The Employer and all Departments and Divisions will make reasonable attempts to schedule any Employer-required training during the employee's regular work shift.
- 17.2.5 Attendance at Employer-required training will be considered time worked in accordance with Article 10, Compensation.
- 17.2.6 Absent extenuating circumstances, failure to successfully complete mandatory training may subject an employee to disciplinary action.

### ***17.3 SPECIALIZED MANDATORY TRAINING***

- 17.3.1 Based upon an employee's job classification, they may also be required to complete specialized mandatory training courses provided by the Employer and the Department/Division.
- 17.3.2 Specialized mandatory training pursuant to the Employer's, Department's, Division's, or Nevada POST requirements includes but is not limited to safety-related training; equipment operation training; firearms training; qualifications and maintenance; and Internet security awareness training.
- 17.3.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 18, Safety & Health.
- 17.3.4 Training and employee development opportunities outside of mandatory training courses may be provided within available resources.
- 17.3.5 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action up to and including dismissal.

### ***17.4 INTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES***

- 17.4.1 The DHRM Office of Officer Development (OED) provides Statewide training, professional development, and consultation services to employees and State Departments and Divisions, enabling them to increase efficiency, effectiveness, productivity, and customer satisfaction.
- 17.4.2 Employees can find a complete course listing by visiting the OED website.
- 17.4.3 For interested and qualified employees, the OED offers courses designed to prepare employees to become supervisors, as well as the Nevada Certified Public Manager (NVCPM) Program and the Nevada Management Academy Program.
- 17.4.4 The Risk Management Division provides Statewide training and consultation services to employees and State Departments and Divisions regarding safety and loss prevention.
- 17.4.5 Employees can find a complete safety and loss prevention course listing by visiting the Risk Management website.

### ***17.5 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE***

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

- 17.5.2 Continuing education courses are an allowable expense; however, continuing education courses for the sole purpose of renewing professional certification or licensure are not an allowable expense under the State Administrative Manual (SAM). Employees may request approval to attend continuing education courses and will be approved or disapproved based on relevance to their job classification, work assignments, and available resources.
- 17.5.3 Attendance at continuing education courses are considered work time in accordance with Article 8, Compensation. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved continuing education courses.
- 17.5.4 Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under SAM.

## ***17.6 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES***

- 17.6.1 Employees may request to attend training or professional development opportunities offered by external sources. Attendance at external training and professional development opportunities are open to all employees and attendance may be approved by Departments/Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.
- 17.6.2 Employees must submit a standardized Employer approved request form to attend external training or professional development using the process designated by the Employer and their Department/Division.
- 17.6.3 Following an employee's submission of the standardized request form, the employee's Department/Division will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments/Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

## ***17.7 PROFESSIONAL ASSOCIATION DUES***

- 17.7.1 Professional association dues for individual State employees are not an allowable expense under SAM.

## ***17.8 TRAINING RECORDS***

- 17.8.1 The Employer may maintain records of successful completion of all training courses. In addition, employees are responsible for keeping records of successful completion of all training courses.

## ***17.9 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING***

- 17.9.1 The Employer and the Union agree that training for managers, supervisors, Union Representatives, and Union Staff Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Staff Representatives and Union Representatives, and the Employer will provide training to managers and supervisors on this Agreement.
- 17.9.2 The Union will present the training to current Union Representatives within each bargaining unit. The training will last no longer than one workday, up to ten (10) hours, per the duration of this Agreement.

- 17.9.3 The training will be considered time worked for those Union Representatives who attend the training during their scheduled work shift. Union Representatives who attend the training during their non- work hours will not be compensated.
- 17.9.4 Scheduling of CBA training will not interfere with an employee's regular duties and the parties will take this into account when agreeing on the date, time, number, and the names of the Union Representatives and Union Staff Representatives attending each CBA training.

#### ***17.10 TUITION REIMBURSEMENT***

- 17.10.1 The Employer and the Departments/Divisions may approve full or partial tuition reimbursement, consistent with the Employer's and Department/Division policy and within available resources. The employee must submit an application for approval for tuition reimbursement to the Employer through the Department/Division prior to the start of the educational course.
- 17.10.2 Department/Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses.
- 17.10.3 Absent an agreement to the contrary, when an employee moves to another Department/Division prior to completion of an approved course, the approved Department/Division will retain the obligation for reimbursement if the course is satisfactorily completed.

### **ARTICLE 18: SAFETY & HEALTH**

#### ***18.1 GENERAL PROVISIONS***

- 18.1.1 The Employer, employee, and the Union have a significant responsibility to implement and maintain appropriate workplace safety and health standards.
- 18.1.2 The Employer will provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and Nevada Peace Officer Standards & Training (POST).
- 18.1.3 Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.
- 18.1.4 The Department/Division may direct employees to use leave in accordance with Article 9, Leave, Section 8 Sick Leave, when employees self-report a contagious health condition.
- 18.1.5 The Department/Division may direct employees to use leave in accordance with Article 9, Leave, Section 1 Administrative Leave or Section 10 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 for them to seek appropriate testing and treatment.
- 18.1.6 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/Division.

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

- 18.2.1 The Employer and the Department/Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients. The Employer and Department/Division will provide that amount of such equipment and apparel including replacements, as is necessary.
- 18.2.2 PPE may include but not be limited to those items appropriate for the employee to effectuate their duties in a safe manner.
- 18.2.3 The Employer and Department/Division will provide employees with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.
- 18.2.4 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.
- 18.2.5 The Employer will follow its policies and procedures regarding safety training for all employees.
- 18.2.6 The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, the Employer's Risk Management Division requirements, and Article 23, Labor Management Committees.

## **18.3 SAFETY COMMITTEES**

- 18.3.1 Safety Committees are intended to provide a forum for the Employer, employees, and the Union to communicate about issues that arise relative to the safety of the working environment. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.
- 18.3.2 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).
- 18.3.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department or Division head, or designee, for review and action, as necessary. The Department or Division head, or designee, will report follow-up action/information to the Safety Committee

## **18.4 ERGONOMIC ASSESSMENTS**

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

## **18.5 PHYSICAL STANDARDS – CATEGORY II PEACE OFFICERS**

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

- 18.5.2 Category II Peace Officers who are currently required to attend an annual physical appointment under NRS 617 shall continue to do so. Annual physicals will be scheduled during working hours and the Employer will be responsible for all wages and other compensation during their attendance at such examinations. Employees are responsible for compliance with any orders given to them by the certified occupational health physician conducting the annual physical.

### ***18.6 AIR QUALITY ASSESSMENTS***

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

### ***18.7 WORKPLACE VIOLENCE***

- 18.7.1 The Employer and the Union agree that the personal safety and health of each employee is of primary importance.
- 18.7.2 It is the responsibility of all employees to support safety and health programs. Employees must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor. This may include restraining orders granted against their disgruntled spouse, domestic partner, an acquaintance, or others.
- 18.7.3 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,
- 18.7.4 Risk Management Division. All incidents will be immediately investigated, and appropriate action taken.
- 18.7.5 The Employer will ensure tailored active threat awareness and preparedness training is made available to all employees.

## **ARTICLE 19: ALCOHOL, DRUG, & TOBACCO-FREE WORKPLACE**

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

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

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

### ***19.4 TOBACCO-FREE WORKPLACE***

- 19.4.1 The Employer, the Union, and employees will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).
- 19.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.

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

## **ARTICLE 20: REASONABLE ACCOMMODATION**

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

## **ARTICLE 21: UNLAWFUL DISCRIMINATION**

### ***21.1 UNLAWFUL DISCRIMINATION AND HARASSMENT***

- 21.1.1 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.

### ***21.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS***

- 21.2.1 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.
- 21.2.2 Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.
- 21.2.3 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint for unlawful discrimination and must use the complaint procedures outlined above.

## **ARTICLE 22: WORKPLACE ENVIRONMENT**

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

## **22.2 APPEARANCE**

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

## **22.3 SECONDARY EMPLOYMENT**

- 22.3.1 An employee has the right to engage in any activity, enterprise, or secondary employment unless the work directly conflicts with or impacts their duties with the Employer. The nature of any conflict or impact will be determined by the Department/Division through Department/Division policies, procedures, and Penalties & Prohibitions once the employee has submitted a completed Secondary Employment Disclosure form for review, in accordance with the State Administrative Manual (SAM). Secondary employment shall not be considered any paid or unpaid position with the employee's Union, bargaining unit, or any subsidiary thereof.
- 22.3.2 A copy of all policies, procedures, and Departmental/Divisional Penalties & Prohibitions will be made available to employees on request. The SAM is available for all employees on the Governor's Office of Finance website.

# **ARTICLE 23: LABOR MANAGEMENT COMMITTEES**

## **23.1 GENERAL PROVISIONS**

- 23.1.1 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 Union/Management Communications Committees for the sharing of information and concerns and discussing possible resolution(s) in a collaborative manner. The Employer and the Union recognize that although the Employer is ultimately responsible for the constructive and cooperative relationships on behalf of its various Departments/Divisions within this particular collective bargaining unit, Departmental/Divisional committees will better serve employees.
- 23.1.2 Department/Division level Statewide Union/Management Communication Committees will be established to discuss and exchange Department/Division-specific information of a group nature and general interest to both parties.
- 23.1.3 For Committees established in accordance with this Article, either party may suggest steps to improve the effectiveness of the meetings. Suggestions for doing so may be raised at Committee meetings and implemented upon mutual agreement. The DHRM LRU, the Union's Staff Representative, and/or Union's Headquarters office will be available to provide assistance and coordination. The parties will mutually bear the costs associated with implementation efforts.
- 23.1.4 Employees invited to participate in these meetings may do so with approval from their Department/Division and their attendance will not count toward the Union's allotted Union leave as outlined in this Agreement.

## **23.2 COMMITTEES**

- 23.2.1 The following Committees will be established:
- 23.2.1.1 Employer Union/Management Communications Committee
  - 23.2.1.2 Department-wide/Division-wide Union/Management Communications Committee

### **23.3 SCOPE OF AUTHORITY**

- 23.3.1 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 understanding. The Committees' activities and discussions will not be subject to grievance under Article 13, Grievance Procedure.

## **ARTICLE 24: MANDATORY SUBJECT BARGAINING**

### **24.1 GENERAL PROVISIONS**

- 24.1.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining as described in NRS 288.
- 24.1.2 The Employer, through the DHRM LRU, will notify the Union of the change(s) in writing, citing this Article. The written notice will include:
- 24.1.2.1 A description of the intended change, including information relevant to the impacts of the change on bargaining unit employees, and a list of the job classifications and names of affected employees known.
  - 24.1.2.2 Where the change will occur; and,
  - 24.1.2.3 The date the Employer intends to implement the change.
- 24.1.3 Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiations over the proposed change(s). The written notice requesting bargaining must be filed with the DHRM LRU at [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov). The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change(s).
- 24.1.4 In the event the Union does not request negotiations within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussions or bargaining.
- 24.1.5 In the event of an emergency or mandated conditions outside of the Employer's control that may require immediate implementation of changes, the Employer will notice the Union of the changes as soon as possible.
- 24.1.6 Prior to making any change in written Department/Division policy involving a mandatory subject of bargaining, the Employer will notice the Union and satisfy its collective bargaining obligations as outlined in the above referenced process.
- 24.1.7 The parties, through the DHRM LRU, will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.

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

## **ARTICLE 25: LEGAL REPRESENTATION**

- 25.1 If an employee is in the course and scope of their employment and is performing their prescribed and authorized work duties, the Employer shall:
- 25.1.1 If a civil action is served upon any such employee, pursuant to NRS 41.0339, the Employer shall provide for the defense, including the defense of crossclaims and counterclaims, of any present or former employee in any civil action brought against that person based on any alleged act or omission relating to the person's public duties or employment if:
    - 25.1.1.1 Within fifteen (15) days after service of a copy of the summons and complaint or other legal document commencing the action, the employee submits a written request for defense:
    - 25.1.1.2 To the Attorney General; or,
    - 25.1.1.3 To the head of the employees
    - 25.1.1.4 Department/Division and the Attorney General; and,
    - 25.1.1.5 The Attorney General has determined that the act or omission on which the action is based appears to be within the course and scope of public duty or employment and appears to have been performed or omitted in good faith.
  - 25.1.2 If the Attorney General determines that it is impracticable, uneconomical, or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or Deputy Attorney General, special counsel will be employed.
  - 25.1.3 Pursuant to NRS 41.03455, at any time after a written request for defense is submitted to the Attorney General, the employee requesting the defense may employ their own counsel to defend the action. At that time, the State is excused from any further duty to represent the employee and is not liable for any expenses in defending the action, including court costs and attorney's fees.
  - 25.1.4 Pursuant to NRS 41.0346, the Attorney General may seek to withdraw as the attorney of record for an employee if new facts, mistake of fact, or misrepresentation of fact is discovered that would have altered the decision to tender defense; if any fact is discovered that the employee's conduct was not within the course and scope of their duties or was wanton and malicious; if the employee fails to cooperate in good faith with the defense of the case.
  - 25.1.5 An employee in this circumstance may be on a regular pay status or on a paid or unpaid leave status, as applicable, during any meetings, interviews, depositions, court hearings, or other duties affiliated with the defense process as it applies to this Article.

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

## **ARTICLE 26: STRIKES**

- 26.1 Neither the Union nor any employee covered by this Agreement will promote, sponsor, or engage in any strike against the Employer, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact, or on any other intentional interruption of the operations of the State regardless of the reason for so doing.
- 26.2 The Employer will not lock out any employees during the term of this Agreement as a result of a dispute with the Union.

## **ARTICLE 27: ENTIRE AGREEMENT**

- 27.1 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.
- 27.2 The Employer and Union agree that where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.
- 27.3 The Employer and Union agree during the negotiations of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualified waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects under the law.
- 27.4 The parties agree that references in this Agreement to sections of the Nevada Administrative Code (NAC) are those in effect on July 1, 2025. The Employer shall maintain any portions of the NAC referenced in this agreement, which shall be made available to any employee covered by this agreement or the union at their request to DHRM LRU.

## **ARTICLE 28: SAVINGS CLAUSE**

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

## **ARTICLE 29: APPROPRIATIONS**

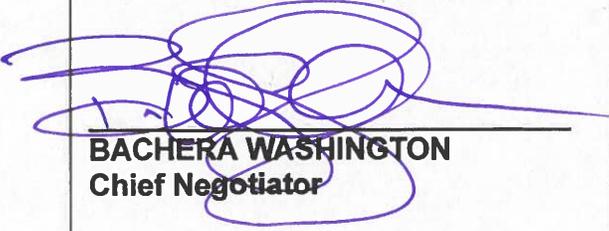
- 29.1 The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislature measure to effectuate those provisions under this Agreement that require legislative appropriations.
- 29.2 Legislature non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.
- 29.3 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.
- 29.4 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 29.5 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

## **ARTICLE 30: TERM OF AGREEMENT**

- 30.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until such time as a new Agreement is approved by the Board of Examiners and, if appropriate the Nevada State Legislature.
- 30.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later than August 31 of the year prior to expiration. If notice is given, negotiations shall commence within sixty (60) calendar days, or on or before November 1, whichever is earlier. Negotiations will be held on dates and at times mutually agreed upon by the parties. The parties may only negotiate by other timelines if mutually agreed upon.

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

**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 :**

*Sean Gallagher*  
Chief Negotiator *05/13/2025*

**APPROVED AS TO FORM**

*Sean Gallagher* *05/13/2025*  
- Sean Gallagher

# APPENDIX A

<b>Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA)</b>			
<b>Title Code</b>	<b>Job/Position Title</b>	<b>BU</b>	<b>GRADE</b>
13.237	AG Cybercrime Investigator II	NPOA	43
13.238	AG Cybercrime Investigator I	NPOA	41
13.243	Criminal Investigator III	NPOA	41
13.244	Criminal Investigator II	NPOA	39
13.245	Criminal Investigator I	NPOA	37
13.248	AG Criminal Investigator II	NPOA	41
13.249	AG Criminal Investigator I	NPOA	39
13.256	Compliance/Enforcement Investigator III	NPOA	41
13.257	Compliance/Enforcement Investigator II	NPOA	40
13.258	Compliance/Enforcement Investigator I	NPOA	38
13.265	Youth Parole Counselor III	NPOA	41
13.266	Youth Parole Counselor II	NPOA	40
13.267	Youth Parole Counselor I	NPOA	36

# APPENDIX B

## Department/Division-Specific Shift Assignment Process

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

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

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

Nevada Department of Business & Industry Policy 2.2.2, effective September 20, 2016

### **Department of Motor Vehicles**

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

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

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

# APPENDIX C

## **Department/Division-Specific Shift Bid Processes**

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

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

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

Nevada Taxicab Authority Division Policy 217, effective January 20, 2014

### **Nevada Transportation Authority**

Division Policy 200, effective June 1, 2018

### **Department of Motor Vehicles**

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

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

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