



**State of Nevada**

**&**

**Nevada Peace Officer Association (NPOA)**

**Unit M Supervisory**

**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 M, 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 M employees, together referred to as the “parties.” This Agreement covers State employees in Bargaining Unit M, which is comprised of Supervisory Category II Peace Officers. It is the intent of the parties that this Agreement governs over any applicable legislation passed during the 2025 Legislative Session regarding compensation and benefits provided to State employees unless otherwise specified in this Agreement.

## **ARTICLE 1: UNION RECOGNITION**

- 1.1 The State recognizes the NPOA as the exclusive bargaining agent for Bargaining Unit M for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Unit M, which is comprised of Supervisory Category II Peace Officers. The positions included in Bargaining Unit M are described in Appendix A of this Agreement. The titles of positions listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer. The State will inform the Union of any proposed changes to the job classifications in Appendix A at least thirty (30) calendar days prior to the effective date of the change.

## **ARTICLE 2: DEFINITIONS**

"Appointing Authority" is defined in NAC 284.022.

"Appointment" is defined in NAC 284.023.

"Break in service" is defined in NAC 284.026.

"Category II Peace Officer" is defined in NRS 289.470.

"Class" is defined in NAC 284.030.

"Classification" is defined in NAC 284.036.

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

"Continuous service" is defined in NAC 284.0525. "Demotion" is defined in NAC 284.065.

"Department" is defined in NAC 284.055.

"Division" means an organizational unit in the Executive Branch of State government that is designated as a Division.

"Division of Human Resource Management (DHRM)" is the Division within the Department of Administration

" EAP" is the Employee Assistance Program.

"Family member" is defined to include: 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, 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 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.

"Garrity" refers to the protections required under Garrity v New Jersey, 385 U.S. 273 (1967) and Gandy v. State ex rel. Division of Investigation and Narcotics, 96 Nev. 281 (1980), that if an employee discloses information during the course of an investigation that indicates that they maybe guilty of criminal conduct, their incriminating statements cannot be used against them in any criminal proceeding.

"Grade" or "Salary grade" is defined in NAC 284.066.

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

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

"Labor Relations Unit (LRU)" is the Division of Human Resource Management's Labor Relations Unit.

"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).

"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.

"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 officer's pay class designation. Part-time employees are scheduled to work a consistent work schedule of less than forty (40) hours per workweek.

"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/](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.

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

"Probationary Employee" is an employee who has not completed the Probationary Period for any class held during continuous State service. Probationary Employees may not appeal separation from State employment for performance or disciplinary reasons through the grievance process outlined in this Agreement.

"Probationary Period" is a twelve (12) month period of an employee's initial appointment to a position.

"Prohibitions & Penalties" or P&P's are the policies of a Department or Division approved by the Personnel Commission that explains prohibited acts, possible violations, penalties, and a fair and equitable process for taking disciplinary action regarding an employee.

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

"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.

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

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

"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), refers to the most recent version of the SAM as created by the Department of Administration Division of Human Resources.

"Standard workweek" means a work schedule of five shifts of eight hours a day with a maximum of 40 hours per week from Monday through Friday.

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

"Strike" means any concerted: stoppage of work, slowdown, or interruption of operations by employees of the State of Nevada; absence from work by employees of the State of Nevada 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 a trained Union official who represents and defends the interest of fellow employee relative to the CBA.

"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 begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following

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

- 3.1 This Article generally describes management rights and shall not be construed as limiting the rights of management pursuant to State law.
- 3.2 The Employer retains all rights of management as established by NRS 288.500(3) and NRS 288.150(3), as amended, which, in addition to all powers, duties, and rights established by the Nevada constitution and State statutes.
- 3.3 Nothing contained within this Agreement shall modify management rights.
- 3.4 The State's failure to exercise any prerogative or function hereby reserved to it, or the State's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the State's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

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

- 4.1 The Employer will perform all hiring and appointments as outlined in NRS 284. 205 to NRS. 284.330, NRS Chapter 289, NAC 284.295 to NAC 284. 441 and NAC Chapter 289.
- 4.2 The Employer and Union agree all agencies with employees covered under this agreement shall provide another Department or Division copies of all background investigation records as stated in NAC 289 and allow the examination of an employee's personnel file.

- 4.3 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 tests 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.
- 4.4 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.

## **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: HOURS OF WORK**

- 6.1 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.
- 6.2 Employees are also required to comply with Department and Division policies, Standing Orders, and Administrative Regulations, as amended, with respect to their hours of work.

### **6.3 WORK SCHEDULES**

- 6.3.1 Work schedules for employees covered under this Agreement will be assigned according to Department or Division policy.
- 6.3.2 Work schedule will normally include two (2) consecutive regular days off ("RDO's"); however, the employee's Department or Division may adjust their regular work schedule with prior notice to the employee.
- 6.3.3 Work schedules may be comprised of:
- 6.3.3.1 Five (5) eight (8) hour shifts per Workweek; or,
  - 6.3.3.2 Four (4) ten (10) hour shifts per Workweek; or,
  - 6.3.3.3 A variable Innovative Workweek approved by the employee's Department or Division.

- 6.3.4 The Department or Division may change an employee's daily work schedule for operational necessity, including but not limited to, adjusting an employee's daily start and/or end time(s).
- 6.3.5 This Agreement shall not be construed to guarantee that an employee will work any number of hours per shift, or per Workweek.

**6.4 MEAL BREAKS AND REST PERIODS**

- 6.4.1 The Employer will administer paid meal breaks and rest periods in accordance with NAC 284.524 to 284.5243, et. seq..

**6.5 TEMPORARY SCHEDULE CHANGES**

- 6.5.1 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less.
- 6.5.2 Employees will receive three (3) calendar days' notice of any temporary schedule change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that the notice is given is not considered part of the notice period. The employee must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.
- 6.5.3 Employees will be chosen for temporary schedule changes based on skills and abilities to perform the duties required by the Employer.

**6.6 PERMANENT SCHEDULE CHANGES**

- 6.6.1 An employee's Workweek and work schedule may be permanently changed with prior notice from the Department or Division.
- 6.6.2 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).

**6.7 EMPLOYEE-REQUESTED SCHEDULE CHANGES**

- 6.7.1 An employee's Workweek and work schedule may be changed at the employee's request with the approval of the employee's Department or Division, provided the Department's or Division's operational needs are met and no overtime expense is incurred.

**6.8 TIME REPORTING**

- 6.8.1 Employees covered under this Agreement will accurately record time worked in accordance with NAC 284.5255 and any other process established by their Department or Division.

**ARTICLE 7: COMPENSATION**

**7.1 SALARY PAYMENT**

- 7.1.1 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 M" details the salary schedules for employees covered under this Agreement.

7.1.2 Effective July 1, 2025, the salary schedules for employees in Bargaining Unit M, 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.

7.1.3 Effective July 1, 2026, the salary schedules for employees in Bargaining Unit M, 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.

## **7.2 MERIT PAY INCREASE**

7.2.1 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.

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

7.3.1 Employees in Bargaining Unit M 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.

## **7.4 RETENTION PAYMENTS**

7.4.1 Employees in Bargaining Unit M 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.

## **7.5 SALARY RATES**

7.5.1 Upon an employee’s initial appointment to a job classification within the bargaining unit covered under this Agreement, the employee’s salary shall be determined pursuant to NAC 284.170.

7.5.2 Upon an employee’s promotion to a position in a higher job Classification, the employee’s salary rate shall be determined pursuant to NAC 284.172.

7.5.3 Upon an employee’s involuntary demotion, the employee’s salary shall be determined pursuant to NAC 284.173.

7.5.4 If an employee is promoted to a position in a higher job classification, but the employee fails to complete a Trial Service Period, the employee will be placed in their former job Classification, salary grade and step prior to their promotion.

## **7.6 CALLBACK PAY**

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

## **7.7 OVERTIME & COMPENSATORY TIME**

7.7.1 The Employer and the Union agree overtime and compensatory time will be paid in accordance with NAC 284.

## **7.8 DANGEROUS DUTY PAY**

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

**7.9 SHIFT DIFFERENTIAL PAY**

7.9.1 Shift Differential Pay shall be paid in accordance with NAC 284.210

**7.10 SPECIAL ADJUSTMENTS TO PAY**

7.10.1 Special Adjustments to Pay shall be administered pursuant to NAC 284.206.

7.10.2 Employees are not entitled to receive Assignment Pay for more than one temporary assignment given to the employee. Overtime pay is calculated at one and one-half times (1.5) the regular hourly rate of pay.

**ARTICLE 8: LEAVE**

**8.1 ADMINISTRATIVE LEAVE**

8.1.1 Administrative Leave shall be used and administered pursuant to NAC 284.589.

**8.2 ANNUAL LEAVE**

8.2.1 Employees shall accrue Annual Leave pursuant to NAC 284.538 to NAC 284.5415, et. seq..

8.2.2 The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of two hundred forty (240) hours

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

**8.3 CATASTROPHIC LEAVE**

8.3.1 The use and administration of Catastrophic Leave shall be pursuant to NAC 284.575 to 577, et. seq.

**8.4 CIVIL LEAVE (JURY DUTY)**

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

**8.5 HOLIDAYS**

8.5.1 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

## **8.6 HOLIDAY PAY**

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

## **8.7 MILITARY LEAVE**

8.7.1 Military Leave shall be used and administered pursuant to NAC 284.5785 and USERRA.

8.7.2 Employees who have taken leave under this Article, that are deployed for an extended period of time may use LWOP for their extended time away from work for military duty.

8.7.3 An employee returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to USERRA.

## **8.8 SICK LEAVE**

8.8.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NAC 284.542 to 284.5777, et. seq..

8.8.2 An employee may be placed on mandatory Sick Leave by the Department or Division Director pursuant to NAC 284.568.

8.8.3 Employees may be required to provide a medical certification pursuant to NAC 284.566. If an employee is ordered to provide a medical certification by the Employer and they do not provide one, they may be placed on AWOL status and may be subject to disciplinary action.

## **8.9 SICK LEAVE CALL IN FOR EMPLOYEES IN A POSITION REQUIRING RELIEF**

8.9.1 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 (2½) hours prior to their scheduled time to report to work.

## **8.10 RESTRICTIONS WHILE ON SICK LEAVE**

8.10.1 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.

## **8.11 SICK LEAVE ABUSE**

8.11.1.1 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.

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

8.11.1.3 Sick Leave abuse may lead to disciplinary action

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

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

## **8.13 BEREAVEMENT LEAVE**

- 8.13.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.
- 8.13.2 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.

**8.14 LEAVE WITHOUT PAY (LWOP)**

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

**8.15 LEAVE OF ABSENCE WITHOUT PAY**

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

**8.16 FAMILY & MEDICAL LEAVE**

- 8.16.1 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 9: RECORDS MANAGEMENT**

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

**9.6 FILE TYPES**

- 9.6.1 The following are the types of files that may be maintained on each employee.
- 9.6.2 MEDICAL FILE
  - 9.6.2.1 A separate and confidential file maintained by the employee's Department or Division in accordance with federal and State laws.
- 9.6.3 PAYROLL FILE
  - 9.6.3.1 A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.

#### 9.6.4 PERSONNEL FILES

- 9.6.4.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit.
- 9.6.4.2 One (1) official Personnel File may also be maintained by the employees' Department or Division Human Resources Office.
- 9.6.4.3 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.

#### 9.6.5 SUPERVISOR FILE

- 9.6.5.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP) or a Last Chance Agreement (LCA).
- 9.6.5.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.
- 9.6.5.3 Supervisor Files will be maintained in a secure location and are confidential to the extent allowed or required by State and federal law.

#### 9.6.6 TRAINING FILE

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

### 9.7 ***BACKGROUND INVESTIGATION FILES***

- 9.7.1 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.

### 9.8 ***RECORD-KEEPING OF DISCIPLINARY ACTIONS***

- 9.8.1 A Letter of Instruction is not considered part of the progressive discipline process. A Letter of Instruction will be considered for the purposes of evaluating whether disciplinary action is warranted for no longer than twelve (12) months from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction. Letters of Instruction and Performance Cards will therefore be removed upon request after twelve (12) months with no similar violations.

- 9.8.2 A Documented Verbal Warning will be considered for the purpose of evaluating further disciplinary action for no longer than twelve (12) months from the date of issuance, unless further discipline results from similar violations. Documented Verbal Warnings will therefore be removed upon request after twelve (12) months with no similar violations.
- 9.8.3 A Written Reprimand will be considered for the purpose of evaluating further disciplinary action no later than twenty-four (24) months from the date of issuance, so long as further discipline did not result for similar violations. Written Reprimands will therefore be removed upon request after twenty-four (24) months with no similar violations.
- 9.8.4 Suspensions of one (1) day to ten (10) days may be considered no longer than three (3) years from the date of issuance, so long as the employee has not committed further violations of a similar nature. Suspensions of one (1) day to ten (10) days will therefore be removed upon request after three (3) years with no similar violations.
- 9.8.5 Suspensions of eleven (11) to thirty (30) days or demotions may not be considered for purposes of evaluating further disciplinary action no later than five (5) years, so long as the employee has not committed further violations of a similar nature. Suspensions of eleven (11) to thirty (30) days or demotions shall be removed upon request after five (5) years with no similar violations.
- 9.8.6 Suspensions of any length, and demotions related to unlawful discrimination or harassment shall be considered for the purpose of evaluating further disciplinary action in all cases.

## **9.9 CONFIDENTIALITY & PUBLIC RECORDS**

- 9.9.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal or State law.
- 9.9.2 DHRM maintains a roster of the State's employees. The roster has the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.
- 9.9.3 Pursuant to NRS 289.025, a Peace Officer's photograph and home address are confidential, with certain exceptions. Upon request, DHRM is required to provide an employee's personal mailing address to the State Controller's Office and the Internal Revenue Service.
- 9.9.4 For the purposes of public inspection, the employee roster may exclude information deemed confidential related to employees in law enforcement Classification or assignment.

## **ARTICLE 10: DISCIPLINE**

- 10.1 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.
- 10.2 The State recognizes the rights of Peace Officers under NRS Chapter 289.
- 10.3 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.

- 10.4 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for severe misconduct, criminal acts, or conduct that creates public or employee safety.
- 10.5 A Probationary employee's release from probation is not considered a disciplinary act. Probationary employees may not appeal separation from State employment through the grievance process outlined in this Agreement. Such Probationary employees shall be provided an opportunity for hearing prior to release pursuant to NRS 289.020(2) with the Department Director or their designee.
- 10.6 An employee serving a Trial Service Period shall be provided the opportunity for a hearing prior to rejection from the Trial Service Period, pursuant to NRS 289.020(2) with the Department Director or their designee. Rejection from a Trial Service Period is not considered a disciplinary act and is not subject to the grievance process.

**10.7 PROGRESSIVE DISCIPLINE**

- 10.7.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
  - 10.7.1.1 Documented Verbal Warning;
  - 10.7.1.2 Written Reprimand;
  - 10.7.1.3 Suspension Without Pay;
  - 10.7.1.4 Demotion, and;
  - 10.7.1.5 Dismissal (Termination) from State service.
- 10.8 The Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, multiple Documented Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.
- 10.9 Off-duty conduct is subject to discipline if the conduct has a nexus to the employee's job duties or otherwise impairs their ability, or the agency's ability, to provide services to the community.

**10.10 LAST CHANCE AGREEMENT (LCA)**

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

- 10.10.5 In the event the Appointing Authority, or their designee, determines the LCA has been violated, an employee may still avail themselves of Article 11 Grievance Procedure, beginning at Step 4 – Arbitration. However, the grievance is limited to the issue of whether or not the employee did violate the LCA. If an arbitrator determines the LCA was violated, the arbitrator is not permitted to impose a lower level of progressive discipline and must affirm the termination provided for under the LCA.

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

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

### ***10.12 INVESTIGATIONS***

- 10.12.1 The State has the authority to conduct an administrative investigation into employee conduct that could lead to disciplinary action. All such investigations are subject to Nevada's Peace Officers Bill of Rights under NRS 289.010 through 289.120, inclusive, which are incorporated into this Agreement by reference.
- 10.12.2 All criminal convictions or pleas are subject to a new administrative investigation.
- 10.12.3 If an employee receives a temporary reassignment based on an active administrative or criminal investigation, such action shall not be considered a disciplinary action under this Agreement. Reassignments under this section may become permanent based on the outcome of the administrative or criminal investigation.
- 10.12.4 No member of the bargaining unit shall be permitted to conduct any administrative investigation of another member of the bargaining unit within the same chain of command. Administrative investigations of members of the bargaining unit will be supervised and conducted by peace officers.
- 10.12.5 Investigations into acts of discrimination and/or other violations of federal or State civil rights laws shall be in compliance with NRS 289 and City of Las Vegas v. Las Vegas Police Protective Association, 141 Nev. Adv. Op. 1, Case No. 86069 (Nevada 2025).
- 10.12.6 A peace officer who is the subject of an administrative investigation will receive a Notice of Investigation consistent with NRS 289.060.
- 10.12.7 Pursuant to NRS 289.060(1), investigators shall not ask the employee any investigatory questions while serving the Notice of Investigation.
- 10.12.8 No employee will be questioned without being given the protections of Garrity. Prior to any investigatory interview, the employee and their representative(s) shall be afforded an opportunity to review any video and/or audio evidence of the alleged incident.
- 10.12.9 Employees have a statutory right to engage in concerted activity, and employees under investigation and witness employees will not be given any active investigation or confidentiality admonishments other than the following which is agreed upon by the parties:

10.12.9.1 You are hereby directed not to contact any employees, unless they are persons with designated Departmental authority, involved in this administrative investigation for purposes of discussing anticipated testimony or otherwise improperly influencing another's testimony until the conclusion of the investigation. Designated Departmental authority includes anyone assigned to investigate the allegations or adjudicate the case, including their chain of command, and the employee's representative(s) of choice, as allowed by NRS 289.080.

10.12.10 An administrative investigation that could lead to disciplinary action against the alleged employee and any determination made as a result of such an investigation must be completed and the employee notified by way of an HR-41, Specificity of Charges, form within one hundred twenty (120) calendar days after the employee's initial investigatory interview. The hundred and twenty (120) day period shall be tolled by the number of days the employee is out on FMLA or deployed with the military.

### ***10.13 ADJUDICATIONS OF ALLEGATIONS***

10.13.1 Adjudications are based upon a review of the completed investigation report and upon factual reasonable consideration of the evidence and statements presented in the investigation.

10.13.2 The Department Director, or their designee, will make a finding, consistent with the Just Cause standard, for each allegation and that finding should fall into one of the following categories of disposition:

10.13.2.1 Sustained - Investigation and evidence supports that the accused committed all or part of the alleged act.

10.13.2.2 Not Sustained - Investigation produced insufficient evidence or information to clearly prove or disprove the alleged act. This category is justified when there is a lack of witnesses or other lack of objective and persuasive proof.

10.13.2.3 Exonerated - The conduct or act occurred but was justified, legal and proper.

10.13.2.4 Unfounded - The alleged act did not occur.

10.13.2.5 Policy/procedure failure - There exists a flaw in the policy/procedure that caused the incident.

10.13.3 If no disciplinary action is to be taken, the employee will be noticed that the investigation is complete, and no disciplinary action will be imposed.

### ***10.14 PRE-DISCIPLINARY HEARING***

10.14.1 If, following an investigation, an Appointing Authority, or their designee, proposes that an employee be suspended, demoted, or dismissed from service, the following procedure for a Pre-Disciplinary Hearing before the proposed action must be followed.

10.14.2 A Pre-Disciplinary Hearing must be scheduled on the employee's behalf unless waived in writing by the employee pursuant to this Section. The Pre-Disciplinary Hearing must be scheduled to take place not earlier than seven (7) business days after the HR-41 is delivered. The Pre-Disciplinary Hearing must not be scheduled on a day which is not a regular working day for the employee. The Pre-Disciplinary Hearing shall be scheduled or re-scheduled as reasonably necessary so as to permit the employee to have their representative(s) present.

- 10.14.3 The employee may waive the right to a Pre-Disciplinary Hearing before the proposed action in writing. If the employee makes such a waiver, they may not be suspended, demoted, or dismissed from service before the proposed effective date set forth in the HR-41. The waiver does not waive the employee's right to file a grievance or appeal after the action is taken.
- 10.14.4 The Appointing Authority, or their designee, will conduct the Pre-Disciplinary Hearing. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or their designee, will render the final decision.
- 10.14.5 At any time after receiving the HR-41 and before the Pre-Disciplinary Hearing, the employee may review the investigative file pursuant to NRS 289.057(3)(a) and submit a response. The Department/Division must consider any such response before punitive action is imposed against the employee.
- 10.14.6 The employee may request Administrative Leave with pay for up to sixteen (16) hours to prepare for a Pre-Disciplinary Hearing regarding a suspension, demotion, or dismissal from service. This should be granted unless it presents a hardship to the employer.
- 10.14.7 The employee will be given the opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend. The employee may respond both verbally and in writing at the Pre-Disciplinary Hearing.
- 10.14.8 The employee must be given a copy of the findings or recommendation, if any, resulting from the Pre-Disciplinary Hearing and notified in writing of the Appointing Authority's, or their designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect.

#### ***10.15 GRIEVANCES OF DISCIPLINARY ACTION***

- 10.15.1 Within ten (10) business days after an employee receives the HR-41 may file a grievance relative to disciplinary action under Article 11, Grievance Procedure, or in cases of dismissal, demotion or suspension file an appeal to the Nevada State Human Resources Commission for review by a Hearing Officer in accordance with NRS 284.390.
- 10.15.2 Once an employee has properly filed a grievance under Article 11, Grievance Procedure, or filed an appeal under NRS 284.390, they may not proceed in the alternative manner.

### **ARTICLE 11: GRIEVANCE PROCEDURE**

- 11.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for dispute resolution.
- 11.2 "Grievance" means an act, omission, or occurrence that an employee believes to be an injustice relating to a condition arising out of the relationship between the Employer and the employee, including:
  - 11.2.1 Compensation;
  - 11.2.2 Working hours;

- 11.2.3 Working conditions;
  - 11.2.4 Union membership;
  - 11.2.5 The administration and interpretation of this Agreement;
  - 11.2.6 The inconsistent application of policies or procedures relating to the employee's employment;
  - 11.2.7 The imposition of discipline; or
  - 11.2.8 Other adverse employment actions.
- 11.3 The term "grievance" does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:
- 11.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 16, Unlawful Discrimination.
  - 11.3.2 A change in classification or the allocation of positions (NRS 284.165)
  - 11.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245)
  - 11.3.4 A denial of Catastrophic Leave (NRS 284.3629)
  - 11.3.5 Reprisal or retaliatory action against a State Officer or employee who discloses improper governmental action (NRS 281.641)
- 11.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.
- 11.5 If an employee is within a bargaining unit that has an exclusive representative, the employee has the right to present grievances to the Executive Department at any time and to have those grievances adjusted without the intervention of the exclusive representative if:
- 11.5.1 The exclusive representative is provided a copy of the adjustment of the grievance; and,
  - 11.5.2 The adjustment of the grievance is not inconsistent with the provisions of this Agreement or any supplemental bargaining agreement then in effect.
- 11.6 Except in the case of disciplinary actions, grievances must be filed in writing within twenty (20) business days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, grievances shall be filed in writing within ten (10) business days after the effective date of the discipline at the step set forth in Article 10, Discipline.
- 11.7 Probationary employees may not file a grievance under this Article relating to their failure to complete, or the failure of, their Probationary Period.

**11.8 FILING AND PROCESSING A GRIEVANCE**

- 11.8.1 All grievances shall be filed in the Employer's electronic grievance reporting system at the step level specified below. If the employee does not have access to the Employer's electronic grievance reporting system, a grievance may be filed in writing to the LRU.
- 11.8.2 Non-Disciplinary Grievances

#### 11.8.2.1 Step 1 – Supervisor

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

#### 11.8.2.2 Step 2 - Division Administrator

11.8.2.2.1 If the grievance is not resolved at Step 1, the grievant or their representative may present the grievance to their Division Administrator within ten (10) business days from the date of the written response from the Supervisor.

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

#### 11.8.2.3 Step 3 - Department Director

11.8.2.3.1 If the grievance is not resolved at Step 2, the grievant or their representative, if any, may present the written grievance to the Department Director within ten (10) business days from the date of the written response from the Division Administrator, or their designee.

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

#### 11.8.2.4 Step 4 - Arbitration

11.8.2.4.1 If the grievance is not resolved at Step 3, the grievant or their representative, if any, may file a demand to arbitrate the dispute by sending a written notice to the DHRM LRU within ten (10) business days of the receipt of the written response from the Department Director or their designee.

11.8.2.4.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

11.8.2.4.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employees bear the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.

### ***11.9 DISCIPLINARY GRIEVANCES***

11.9.1 Grievances of discipline or corrective action less than a Written Reprimand will be filed at the Step 1.

11.9.2 Grievances of Written Reprimands will be filed at the Step 2.

- 11.9.3 Grievances of a suspension, demotion or termination shall be filed at the Step 3.
- 11.9.4 The time limits set forth in the steps for non-disciplinary grievances shall apply to disciplinary grievances.

#### ***11.10 ARBITRATION PROCEDURE***

- 11.10.1 In the event that the parties do not otherwise agree to an arbitrator, upon the filing of a demand for arbitration, either the employee or the Union will request from the Federal Mediation & Conciliation Service (FMCS) a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators, and who are listed with FMCS as being from the Western Region. One arbitrator will be selected by the employee or the Union and the Employer alternately striking names from the list, with the employee or the Union striking first, until only one name remains. The arbitration hearing shall be conducted under the rules of the FCMS.
- 11.10.2 The jurisdiction and authority of the arbitrator opinion and award shall be confined exclusively to the interpretation and application of an expressed provision or provisions of this Agreement at issue between the employee or the Union and the State. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement; to establish or alter any wage rate or wage structure or to consider any term or condition of employment not expressly set forth within a provision of this Agreement. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the parties. The award, in writing, of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding.
- 11.10.3 The expenses of any arbitration, including the arbitrator's fee, costs, expenses, and the cost of the court reporter, if any, shall be borne equally by the parties. However, all other expenses incurred by either party in the preparation or presentation of its case are to be borne solely by the party incurring such expenses.
- 11.10.4 When an employee is subpoenaed as a witness on behalf of the grievant in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given is related to their job function or involves matters they have witnessed and is relevant to the arbitration case.
- 11.10.5 In all arbitrations brought by an employee without representation by the Union in which the arbitrator issues a reasoned opinion and award, the DHRM LRU will provide a copy of the opinion and award to the Union.

#### ***11.11 FAILURE TO MEET TIMELINES***

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

#### ***11.12 MISCELLANEOUS***

- 11.12.1 Audio and/or video recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.
- 11.12.2 Any of the time limits or steps set out in this procedure may be mutually extended, waived, or otherwise modified by written agreement of both parties.
- 11.12.3 The issue of whether the matter or decision raised in a grievance is outside of the scope for which a grievance may be filed pursuant to this Agreement (grievability), may be raised by the State at any step of the grievance procedure. An arbitrator will decide issues regarding the grievability of grievances. The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

## **ARTICLE 12: UNION RIGHTS**

### ***12.1 RIGHT TO UNION MEMBERSHIP***

- 12.1.1 Employees have the right to become a member of the Union.
- 12.1.2 Neither the State nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against such employees because of lawful Union membership or non-membership activity or status.

### ***12.2 RIGHT TO UNION REPRESENTATION***

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

### ***12.3 ACCESS FOR UNION REPRESENTATIVES***

- 12.3.1 Authorized Union Representatives shall have limited access to certain non-public areas of Employer worksites during working hours, subject to reasonable restrictions and security requirements. Such access shall only be for the purpose of participating in meetings, conducting Union business related to the administration of this Agreement, interviewing employees related to a grievance, and attending grievance hearings and conferences.
- 12.3.2 Union Representatives will have access to the Employer's offices or facilities in accordance with any Department or Division policy in order to carry out representational activities.
- 12.3.3 Union Representatives will provide notice to the Department or Division work site that the Union is requesting access to at least one week prior to their arrival. Exceptions to the notice must be approved by the Department Director, or their designee.

- 12.3.4 The Employer reserves the right to restrict access to Department or Division premises if the Union's request for access is unreasonable or interferes with business needs or operations or is in conflict with any Department or Division policy.
- 12.3.5 Union Representatives and bargaining unit employees may also meet in non-work areas, or other areas designated by the Department or Division during meal breaks, rest periods, and before or after shifts.

#### **12.4 BULLETIN BOARDS**

- 12.4.1 The Employer will provide space on bulletin boards for Union communication.
- 12.4.2 In facilities where no bulletin board(s) exist, the Employer will supply the Union with adequate space in convenient places, including on web-based forums if available.
- 12.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.
- 12.4.4 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.
- 12.4.5 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 12.4.6 Union communications will not be posted in any other location on Department or Division premises.
- 12.4.7 The Union may, with the permission of the Department or Division, place and distribute materials at agreed upon locations that are frequented by employees before and after work, and during meal breaks and rest periods.

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

##### 12.5.1 Meeting Space & Facilities

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

#### **12.6 SUPPLIES & EQUIPMENT**

- 12.6.1 The Union and employees covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of a telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department or Division business.
- 12.7 Email, Fax Machines, the Internet, & Intranets
  - 12.7.1 Employees may use State-operated email to request Union representation.

- 12.7.2 Union Stewards may use State-owned or operated equipment to communicate with the affected employees and/or the Employer for the exclusive purposes of the administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 11, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:
- 12.7.2.1 Result in little or no cost to the Employer;
  - 12.7.2.2 Be brief in duration and seldom in frequency;
  - 12.7.2.3 Not interfere with the performance of their official duties;
  - 12.7.2.4 Not distract from the conducting of State business;
  - 12.7.2.5 Not disrupt other State employees;
  - 12.7.2.6 Not obligate receiving employees to make a personal use of State resources;
  - 12.7.2.7 Not compromise the security or integrity of State information or software, and;
  - 12.7.2.8 Not include general communication and/or solicitation with employees.
- 12.7.3 The Union and its Stewards will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Nevada Ethics Commission or any Acceptable Use Policy adopted by the Employer. Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.

## ***12.8 UNION STEWARDS***

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

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

- 12.9.1 Union members may be allowed to access Union Leave, or Leave With Out Pay, to attend Union-sponsored meetings, training sessions, conferences, and conventions. Time away from work for these activities must be approved in advance and in writing by their Department or Division.
- 12.9.2 The employee's time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.
- 12.9.3 The Union will provide the Department or Division and the DHRM Administrator, their designee, with a written list of the names of the employees it is requesting attend any of the above listed activities as soon as practicable, but not less than fourteen (14) calendar days prior to the activity.

- 12.9.4 Effective July 1, 2025, the Union will have an aggregate pool of four hundred and eighty (480) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

### ***12.10 UNION LEAVE***

- 12.10.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.
- 12.10.2 Union Leave will be considered for approval or disapproval by the Department or Division within five (5) calendar days of the request when practicable. It is incumbent upon the Union Steward requesting the use of Union Leave to ensure their request has been received by their Department or Division for consideration.
- 12.10.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.
- 12.10.4 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.
- 12.10.5 Requests for Union Leave for employees to participate in collective bargaining must be submitted using the established process to request leave and as far in advance as possible to the DHRM LRU and to the appropriate Departments or Divisions. The request must include a list of all bargaining unit employees who will participate in collective bargaining. Employees on the Union's bargaining team may be released from duty for all scheduled collective bargaining sessions and for reasonable preparation time. Requests for Union Leave for the purpose of collective bargaining shall not interfere with the performance of their official duties, and the employee's Department or Division may not unreasonably deny such a request.

### ***12.11 INDEMNIFICATION***

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

## **ARTICLE 13: UNION DUES**

### ***13.1 NOTIFICATION TO OFFICERS***

- 13.1.1 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.

### ***13.2 UNION DUES DEDUCTIONS***

- 13.2.1 Deduction of Union Dues is strictly a voluntary deduction.
- 13.2.2 The Union will provide the Employer with a copy of the employee's signed membership document.

- 13.2.3 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.
- 13.2.4 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.
- 13.2.5 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- 13.2.6 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.

### ***13.3 STATUS REPORTS***

- 13.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information:
  - 13.3.1.1 Employee name.
  - 13.3.1.2 Mailing address.
  - 13.3.1.3 Employee job title.
  - 13.3.1.4 Department and Division. Official duty station or work site.
  - 13.3.1.5 Work phone number.
  - 13.3.1.6 Work email address.
  - 13.3.1.7 Date of hire.
  - 13.3.1.8 Pay grade.
  - 13.3.1.9 Pay step.
  - 13.3.1.10 Seniority date.
  - 13.3.1.11 Separation date.
- 13.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 13.3.3 The Union will indemnify the Employer for any violations of employee privacy committed by the Union pursuant to this Section.

### ***13.4 REVOCATION***

- 13.4.1 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 LRU 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, after the receipt of the revocation notice.

### ***13.5 INDEMNIFICATION***

- 13.5.1 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.

- 13.5.2 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 14: SAFETY & HEALTH**

- 14.1 It is the policy of the State to provide a place of employment that is free from recognized hazards that are causing or are likely to cause harm to its employees.
- 14.2 Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.
- 14.3 A Department or Division may direct employee to use leave in accordance with Article 8, Leave, Part 8.8 Sick Leave, when employees self-report a contagious health condition.
- 14.4 A Department or Division may direct employees to use leave in accordance with Article 8, Leave, Section 8.1 Administrative Leave or Section 8.12 Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment.
- 14.5 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

### ***14.6 PERSONAL PROTECTIVE EQUIPMENT***

- 14.6.1 The Department or Division will determine and provide required safety devices, personal protective equipment ("PPE"), and safety apparel for employees to effectuate their duties in a safe manner. The Department or Division will provide necessary replacements to PPE, as determined. Uniforms and Equipment do not apply.
- 14.6.2 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

### ***14.7 SAFETY COMMITTEES***

- 14.7.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.
- 14.7.2 Safety Committees may 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).
- 14.7.3 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 Director, or their designee, for review and action, as necessary.

### ***14.8 WORKPLACE VIOLENCE***

- 14.8.1 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, or others.

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

#### **14.9 REASONABLE ACCOMMODATION**

- 14.9.1 The Employer and the Union shall comply with all relevant federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.

### **ARTICLE 15: UNIFORMS AND EQUIPMENT**

- 15.1 The Employer will determine and provide uniform items and equipment consistent with Department or Division policy.
- 15.2 Departments and Divisions may issue the following basic law enforcement equipment to each Unit M officer:
- 15.2.1 Badge and official credentials;
  - 15.2.2 One (1) at minimum Level IIIA ballistic vest/body armor within manufacturer guarantee/serviceability recommendation/expiration dates;
  - 15.2.3 The Employer shall issue a duty firearm, with a minimum of two (2) magazines, to employees that are required to carry a firearm on duty;
  - 15.2.4 One (1) set of DOJ approved handcuffs;
  - 15.2.5 At least one (1) less lethal force option as determined by the Department, and;
  - 15.2.6 Any associated holsters for issued equipment.
  - 15.2.7 Employer will provide training and duty ammunition for all employer-issued firearms.
- 15.3 Departments and Divisions may allow employees to carry an approved personally owned firearm in lieu of an Employer issued firearm.
- 15.4 Employees are responsible for the maintenance and repair of any approved personally owned firearm.
- 15.5 The Employer will be responsible, per Department or Division policy, for providing approved training and duty ammunition for approved personally owned duty firearms chambered in the same caliber as employer issued firearms.
- 15.6 Employees are responsible for safe storage of any Department approved personally owned duty firearms. The Employer is not responsible for loss or theft of any Department approved personally owned duty firearms.
- 15.7 The Employer will replace State-issued uniforms and/or equipment items pursuant to the manufacturers expiration date or Department or Division policy.

- 15.8 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. 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.

## **ARTICLE 16: UNLAWFUL DISCRIMINATION**

### ***16.1 UNLAWFUL DISCRIMINATION AND HARASSMENT***

- 16.1.1 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, age, national origin or ancestry, disability, veteran status, sexual orientation, gender identity or expression, status as HIV positive, genetic information, or any other characteristic protected under federal or State laws, regulations or executive orders.

### ***16.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS***

- 16.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal and State laws, regulations and executive orders, may file a complaint pursuant to the "State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy," as amended, and DHRM's Equal Employment Opportunity Office and Sex- or Gender-Based Harassment and Discrimination Investigation Unit ("SGHDIU") procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.
- 16.2.2 Employees may not use the Grievance Procedure in Article 11 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

## **ARTICLE 17: UNION/MANAGEMENT DISPUTE RESOLUTION**

### ***17.1 THE EXECUTIVE DEPARTMENT***

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

### ***17.2 THE UNION***

- 17.2.1 Bargaining Unit M 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 M under NRS Chapter 288.

### **17.3 DISPUTE RESOLUTION**

- 17.3.1 The Employer and the Union agree that communication related to any rights or remedies under this Agreement or NRS Chapter 288 shall be presented in writing to:
- 17.3.1.1 Employer: to LRU at laborrelations@admin.nv.gov; or
  - 17.3.1.2 Union: to NPOA at info@nsleoa.org
- 17.3.2 The Employer and the Union agree that the Union is not precluded from communicating directly with Departments or Divisions to foster and support Union/Management relations. However, any such communications are not to be considered formal collective bargaining communications for the purposes of this Agreement.

### **17.4 UNION GRIEVANCES**

- 17.4.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties.
- 17.4.2 The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of a provision(s) of this Agreement prior to the filing of any formal complaints with an administrative or judicial body, such as the EMRB or a Court.
- 17.4.3 In the event the Employer and the Union cannot, through meeting and conferring, resolve an issue with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU.
- 17.4.4 A Union Grievance must be filed within fifteen (15) calendar days after the date of meeting between the Employer and the Union to meet and confer.
- 17.4.5 In the event that the issue cannot be resolved between the LRU and the Union, the Union will use the Arbitration Procedure outlined in Article 11 of this Agreement.

### **17.5 SUCCESSOR CLAUSE**

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

## **ARTICLE 18: SUPPLEMENTAL BARGAINING**

- 18.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department or Division-specific bargaining pursuant to NRS Chapter 288.585.
- 18.2 Proposals for Department or Division-specific bargaining must be both Department or Division specific, non-compensation related, and is subject to the Legislative appropriation requirements of NRS 288.505(1)(c).

## **ARTICLE 19: STRIKES**

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

## **ARTICLE 20: ENTIRE AGREEMENT**

- 20.1 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.
- 20.2 This Agreement supersedes any and all previous agreements and all conflicting Employer and Department or Division rules, policies, and procedures on the same matters except as otherwise specifically provided herein.
- 20.3 The parties acknowledge that during the negotiation of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining.

## **ARTICLE 21: SAVINGS CLAUSE**

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

## **ARTICLE 22: APPROPRIATIONS**

- 22.1 The Parties recognize that certain provisions of this Agreement may require an appropriation of funds or a change in law through the passage of a bill by the Legislature and approved by the Governor. Any such provision does not go into effect unless the underlying required legislation and appropriation is approved.
- 22.2 An approved appropriation for less than the amount required pursuant to this Agreement will be implemented pursuant to the amount(s) approved in the legislation.
- 22.3 The Parties recognized the Agreement governs over all applicable legislations approved during the 2025 Legislative Session regarding compensation and benefits unless otherwise specified in the Agreement.

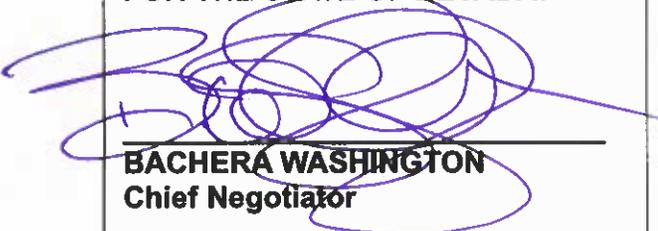
## **ARTICLE 23: TERM OF AGREEMENT**

- 23.1 All provisions of the Agreement will become effective upon the approval of the Board of Examiners and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.
- 23.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with provisions of NRS Chapter 288.

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

**Date of Board of Examiners Approval:**

**FOR THE STATE OF NEVADA:**



**BACHERA WASHINGTON**  
Chief Negotiator

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

**APPROVED AS TO FORM**



**JOSH REID**  
Special Counsel – Labor Relations

**For the Union :**

\_\_\_\_\_  
**Chief Negotiator**

**APPROVED AS TO FORM**

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# APPENDIX A

<b>Supervisory Category II Peace Officers (sorted by title code)</b>			
<b>Title Code</b>	<b>Job/Position Title</b>	<b>BU</b>	<b>GRADE</b>
13.241	Supervisory Criminal Investigator II	M	43
13.242	Supervisory Criminal Investigator I	M	43
13.246	AG Deputy Chief Investigator	M	44
13.247	AG Criminal Investigator, Supervisor	M	43
13.255	Supervisory Compliance/Enforcement Investigator	M	42
13.263	Unit Manager, Youth Parole Bureau	M	43