



State of Nevada

&

**Battle Born Fire Fighters Association (BBFFA),
Local 3895**

Unit K

Collective Bargaining Agreement

July 1, 2025 – June 30, 2027

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PREAMBLE

Pursuant to NRS Chapter 288, this BATTLE BORN FIRE FIGHTERS ASSOCIATION, Local 3895, UNIT K, COLLECTIVE BARGAINING AGREEMENT (“Agreement” or “CBA”) entered into on July 1, 2025, by and between the STATE OF NEVADA (“State” or “Employer”) and the BATTLE BORN FIRE FIGHTERS ASSOCIATION, LOCAL 3895 (“BBFFA” or “Union”) as the exclusive representative of Bargaining Unit K employees, together referred to as the “parties.” This Agreement covers State employees in Bargaining Unit K, which is comprised of non-supervisory Firefighters. 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

The State recognizes the BBFFA as the exclusive bargaining agent for Bargaining Unit K for the purpose of collective bargaining as set forth in NRS 288.430. This Agreement covers State employees in Bargaining Unit K, which is comprised of non-supervisory Firefighters. The positions included in Bargaining Unit K 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.

“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.

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

“EAP” is the Employee Assistance Program.

“Emergency” means a sudden, unexpected occurrence that is declared by the Employer requiring immediate action to prevent and/or mitigate the endangerment of lives, health or property.

“Employee Handbook,” refers to the most recent version of the State of Nevada Employee Handbook as created by the Department of Administration Division of Human Resources.

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

“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, 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.

“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 equivalent (FTE)” defined in NAC 284.065.

“Grade” or “Salary grade” is defined in NAC 284.066.

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

“Incident Commander” means individual responsible for the overall management of an incident.

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

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

“Labor Relations Unit (LRU)” is the Division of Human Resource Management’s Labor Relations Unit.

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

“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.

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

“Part-time employee” is defined in NAC 284.0745.

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

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

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

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

“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 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 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.

“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.

“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.

“Sexual assault” is defined as in NRS 200.366.

“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.

“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.

“Temporary Schedule Change” is defined as a change lasting thirty (30) Calendar days or less.

“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 Battle Born Firefighters Association (BBFFA).

“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 employee relative to the CBA.

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

“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 Sunday.

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.

3.1.1 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.

- 3.2 Nothing contained within this Agreement shall modify management rights.
- 3.3 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 pursuant to NRS 284.205 to NRS 284.295 and NAC 284.330 to NAC 284.295.

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 State service or transfer to another Department or Division will submit an NPD-45 Notice of Transfer or Resignation form to their Department or Division, or their designee, at least fourteen (14) calendar days prior to the effective date of the resignation.

6.2 DISABILITY SEPARATION

- 6.2.1 Pursuant to NAC 284.611, a permanent 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 pursuant to NAC Chapter 284.

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 pursuant to DHRM and PERS policies and procedures.

ARTICLE 7: HOURS OF WORK

7.1 This Article outlines the general administration of hours of work.

7.2 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.

7.3 WORK SCHEDULES

7.3.1 The workweek begins at 0000 hours on Monday and ends at 2359 hours on Sunday.

7.3.2 Work schedules may be comprised of:

7.3.2.1 Forty (40) Hour Per Week Employees which will consist of:

7.3.2.2 A standard shift starts no earlier than 0600 and ends no later than 1800, as determined by the Department or Division based on operational needs and is eight (8) hours per workday, five (5) days per workweek or ten (10) hours per workday, four (4) days per workweek.

7.3.2.3 Fifty-six (56) Hour Per Week Employees which will consist of:

7.3.2.4 One hundred twelve (112) hours per pay period work schedule.

7.3.2.5 When assigned to an active incident, the Incident Commander has the right to set a schedule that may be outside of the work schedules outlined above.

7.3.3 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).

7.3.4 This Agreement shall not be construed to guarantee that an employee will work any number of hours per shift, or per Workweek.

7.4 MEAL BREAKS AND REST PERIODS

7.4.1 All Employees covered under this agreement are entitled to a paid meal break(s) and two (2) fifteen (15) minute rest periods during their regularly scheduled work shift, if possible.

7.4.2 When an employee is assigned to an active incident, an employee is required to take their meal break, however the Incident Commander may authorize a "work through", if applicable.

7.4.3 Employees who are attending a training which has a scheduled, unpaid meal break, will not be compensated for the time of the scheduled unpaid meal break.

7.4.4 Wildland fire assignments are considered active incidents.

7.4.5 Meal breaks taken by employees who are on active incidents will be paid in at the Incident Pay rate detailed in Article 8 of this Agreement.

7.4.6 Meal breaks which are "worked through" by employees who are on active incidents, as authorized or required by the Incident Commander, will be paid as hours worked (either standard shift or overtime) and must be reflected as hours worked on the CTR/OF-288.

7.5 EMPLOYEE REQUESTED SCHEDULE CHANGES

7.5.1 Employees may request a change in their workweek or work schedule with seven (7) days' notice for the approval of the Department or Division pursuant to any applicable Department or Division policies.

- 7.5.2 An employee's workweek and work schedule may be changed with the Department's or Division's approval, provided operational needs are met and no Overtime expense is incurred.

7.6 PERMANENT SCHEDULE CHANGES

- 7.6.1 Employees workweeks and work schedules may be permanently changed with prior notice from the Department or Division. Employees will receive fourteen (14) calendar days' written notice of a permanent schedule change, which will include the reason for the schedule change. The day that the notice is given is considered the first day of notice. In the event an employee has approved Annual Leave scheduled, they may retain that approved Annual Leave if their schedule is permanently changed.

7.7 TEMPORARY SCHEDULE CHANGES

- 7.7.1 An employee's workweek and/or work schedule may be temporarily changed with five (5) Calendar day's prior notice from the Department or Division.
- 7.7.2 A temporary schedule change is defined as a change lasting thirty (30) Calendar days or less.
- 7.7.3 Employees will receive five (5) calendar days' written notice of any Temporary Schedule Change via memorandum, email, or telephone call, unless the employee and the Department or Division have mutually agreed to a shorter notice period. The day that 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 five (5) calendar day notice period.
- 7.7.4 Employees will be chosen for Temporary Schedule Changes based on skills and abilities to perform the duties required by the Employer.

7.8 EMERGENCY SCHEDULE CHANGES

- 7.8.1 The Department or Division may adjust an employee's Workweek and work schedule without prior notice during an Emergency.

7.9 TIME REPORTING

- 7.9.1 Employees will accurately record time worked in accordance with the established process as determined by the Department or Division.

7.10 INCIDENT ACCOMMODATIONS

- 7.10.1 In the interest of the health and safety of employees assigned for extended periods greater than three (3) days to emergency incidents, the Employer may authorize the use of motels and other comparable facilities for sleeping and freshening up, in coordination with the Incident Commander or the Incident Command Team.
- 7.10.2 Employees of the same gender assigned to incidents may be required to share rooms if available.

7.11 RELIEF AT INCIDENTS

- 7.11.1 In the event an unforeseen emergency incident occurs and requires the provision of proper relief personnel, facilities, and/or equipment (i.e., food, sanitation, and shelter), the Employer shall make reasonable efforts to provide these items to facilitate a safe and effective environment for those employees involved, subject to approval by the Department Director, Division Administrator, or designee. their Department or Division.

7.12 SHIFT TRADES

7.12.1 Office of the Military

- 7.12.1.1 Employees shall have the right to trade shifts in the event that it does not interfere with the operation of the Department or Division, subject to approval by the Fire Chief or designee for both employees.
- 7.12.1.2 All exchanges of time will be between employees with the same job classification
- 7.12.1.3 Except for emergency situations, twenty-four (24) hours' notice of exchange is required. Shift trades are approved at the discretion of the Employer.
- 7.12.1.4 In the event an employee that is scheduled to work a shift trade does not report for duty, the regularly scheduled employee's leave bank will be reduced by an equivalent number of hours to the trade. The hours shall be taken from the appropriate leave bank.

ARTICLE 8: COMPENSATION

8.1 SALARY PAYMENT

- 8.1.1 The compensation schedule for employees in the State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. An employee's pay rate is set within a salary grade at a specific step.
- 8.1.2 Appendix B, Salary Schedules for Job Classifications Eligible for Membership in the Battle Born Firefighters Association (BBFFA) will reflect the salary schedules for employees covered under this Agreement.
- 8.1.3 Effective July 2025, the salary schedules for Bargaining Unit K will reflect a zero percent (0%) increase.
- 8.1.4 Effective July 2026, the salary schedules for Bargaining Unit K will reflect a zero percent (0%) increase.

8.2 SALARY ADMINISTRATION

- 8.2.1 The appropriate Central Pay Center is responsible for the administration of salaries for all Departments or 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.

8.3 INCIDENT COMPENSATION

- 8.3.1 All employees covered under this agreement are entitled to Incident Pay for the hours not worked while assigned to an incident. Incident Pay is equivalent to ten percent (10%) of the employees' base rate-of-pay.
- 8.3.2 Employees in Incident Pay status are required to be available to return to duty at any time.

- 8.3.3 Employees receiving Incident Pay are considered to be in paid status and are not eligible for Call Back Pay when called to report back to work. Therefore, when reporting back to work, the employee would return to active paid status in a straight time or overtime capacity.
- 8.3.4 Employees are not eligible to receive Incident Pay in travel status to and from an incident site.

8.4 SALARY RATE UPON INITIAL APPOINTMENT

- 8.4.1 Upon initial appointment, an employee shall be paid in accordance with NAC 284.170 and NAC 284.204.

8.5 SALARY RATE UPON PROMOTION

- 8.5.1 Salary upon promotion shall be paid in accordance with NAC 284.172.

8.6 SALARY RATE UPON DEMOTION

- 8.6.1 Salary upon demotion shall be paid in accordance with NAC 284.173.

8.7 MERIT PAY INCREASE

- 8.7.1 Merit pay increases will be administered in accordance with NAC 284.194-196.

8.8 CALLBACK PAY

- 8.8.1 As defined in NRS 286.025, Callback Pay will be administered in accordance with NAC 284.214.

8.9 COMPENSATORY TIME

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

8.10 DANGEROUS DUTY PAY

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

8.11 HAZARD PAY

- 8.11.1 NDF employees whose activity meets the definition of Hazard Pay in the Interagency Incident Business Management Handbook (IIBMH) and who are required and approved by the agency to perform work activities based on IIBMH will qualify for twenty-five percent (25%) of their regular hourly rate of pay for all hours worked during any calendar day when performing the qualifying activity/activities.
- 8.11.2 When working overtime, the Hazard Pay is calculated at twenty-five percent (25%) of the employee's regular hourly rate of base pay.

8.12 HOLIDAY PAY

- 8.12.1 A full-time employee whose base hours do not exceed forty (40) hours per week or eighty (80) hours biweekly and who is in paid status during any portion of their work shift immediately preceding the holiday is entitled to receive Holiday Pay equivalent to the pay they receive for their regularly scheduled work shift, even though they do not work.

- 8.12.2 A full-time employee who is a firefighter assigned to a 24-hour shift shall be deemed to work fifty-six (56) hours per week and two thousand nine hundred twelve (2,912) per year. The average workday is calculated by dividing the total base hours of work per year by two thousand eighty-eight (2,088) and multiplying by the quotient eight (8). Therefore, the average workday of a firefighter assigned to a 24-hour shift would be eleven (11) hours and twelve (12) minutes, and they do not work on the holiday.
- 8.12.3 If an employee is unable to observe a designated holiday by taking the day off and receiving Holiday Pay, and they choose to observe another day as the holiday, they may designate that day as Paid Day Off Holiday (PDOH) on their timesheet.

8.13 HOLIDAY PREMIUM PAY

- 8.13.1 In addition to their regular hourly rate of pay for their regular work shift, a full-time employee who is required to work on a designated holiday will receive additional compensation equivalent to their regular hourly rate of pay for their regular work shift. If the employee has an eight (8) hour per day schedule, they will be compensated for eight (8) hours of Holiday Premium Pay. If the employee has a ten (10) hour per day schedule, they will be compensated for ten (10) hours of Holiday Premium Pay.
- 8.13.2 A Firefighter/Driver Operator and Crew Chief of the National Guard will receive holiday premium pay pursuant to NAC 284.255 to 284.258, et. Seq.

8.14 MILEAGE REIMBURSEMENT

- 8.14.1 In the event an employee is required by the Department or Division, or their designated representative, to use a personal vehicle for the conduct of State business, the employee shall be reimbursed for each mile traveled at the rate established by the current applicable U.S. General Services Administration (GSA) rate.
- 8.14.2 If an employee chooses to use their personal vehicle to conduct State business, they will be reimbursed pursuant to the State Administrative Manual (SAM) Chapter 200.

8.15 OVERTIME

- 8.15.1 Overtime will be administered in accordance with NRS 284 and NAC 284.242-284.250.

8.16 SPECIAL ADJUSTMENTS TO PAY

- 8.16.1 Special Adjustments to Pay shall be administered in accordance with NAC 284.206.

8.17 SHIFT DIFFERENTIAL

- 8.17.1 Shift Differential will be administered in accordance with NAC 284.210.

8.18 STANDBY PAY

- 8.18.1 Standby status and Standby Pay will be administered in accordance with NAC 284.218.

8.19 UNIFORMS & EQUIPMENT

- 8.19.1 Uniforms
 - 8.19.1.1 The Employer will determine and provide the uniform items that employees covered under this Agreement may be required to wear while on duty. Specific uniform items provided by the Employer will be listed in Department or Division policy. Uniform items will be replaced pursuant to the Employer's replacement schedule.

8.19.1.2 Uniform items that are damaged during the course and scope of duty will be replaced by the Employer.

8.19.2 **Equipment**

8.19.2.1 The Employer will determine and provide personal protective equipment (PPE) items that employees covered under this Agreement may be required to use while on duty. Specific PPE items provided by the Employer will be listed in Department or Division policy.

8.19.2.2 State-issued PPE items will be replaced pursuant to the Employer's replacement schedule.

8.19.2.3 State-issued PPE items that are damaged during the course and scope of duty will be replaced by the Employer.

8.20 ANNUAL PHYSICALS

8.20.1 Employees in job classifications covered under NRS 617 are required to participate in an annual physical examination. Annual physicals will be scheduled during working hours and will be considered work time.

8.20.2 The Employer and the Union agree to meet and discuss any future revisions to NFPA 1582.

8.21 CANCER SCREENING

8.21.1 The State will reimburse employees, up to three hundred dollars (\$300), per fiscal year, for cancer screening.

ARTICLE 9: LEAVE

9.1 ADMINISTRATIVE LEAVE

9.1.1 Administrative Leave shall be used and administered pursuant to NAC 284.589. An employee on paid Administrative Leave is required to be available to their supervisor during their time on paid Administrative Leave.

9.2 ANNUAL LEAVE

9.2.1 Employees shall accrue Annual Leave pursuant to NRS 284.350 and NAC 284.538 to NAC 284.5415, et. seq.. Annual Leave shall be used and accrued pursuant to NRS and NAC Chapter 284 and Department and Division policies.

9.2.2 The carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of four hundred and eighty hours (480).

9.2.3 Annual Leave shall be used and administered pursuant to NRS 284.350 and NAC 284.538 to NAC 284.5415, et. seq..

9.3 ANNUAL LEAVE CASH OUT

9.3.1 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 than or equal to two hundred (200) hours of banked Annual Leave.

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

9.4 BENEFITS RELATING TO DOMESTIC VIOLENCE

- 9.4.1 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.
- 9.4.2 An employee may use the time away from work related to domestic violence to:
 - 9.4.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
 - 9.4.2.2 Obtain counseling or assistance; and/or,
 - 9.4.2.3 Participate in any related court proceedings; and/or,
 - 9.4.2.4 Establish a safety plan.
- 9.4.3 The Department will provide accommodations, such as relocation of workspace or duty location, modification of a work schedule, or a new work telephone number, to an employee who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless such an accommodation would pose an undue hardship on the Department.

9.5 BEREAVEMENT LEAVE (DEATH IN THE FAMILY)

- 9.5.1 Bereavement Leave shall be used and administered pursuant to NAC 284.562.
- 9.5.2 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.

9.6 CATASTROPHIC LEAVE

- 9.6.1 The use and administration of Catastrophic Leave shall be pursuant to NRS 284.362 through NRS 284.3629 and NAC 284.575 to 577, et. Seq..

9.7 CIVIL LEAVE

- 9.7.1 Civil Leave shall be used and administered pursuant to NRS 284.358 and NAC 284.582 to 284.587, et. seq.

9.8 HOLIDAYS

9.8.1 Holidays shall be observed, and Holiday Pay shall be administered, pursuant to NRS 236.015 and NAC Chapter 284.

9.8.2 Employees will be provided 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

9.9 LEAVE WITHOUT PAY (LWOP)

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

9.10 LEAVE OF ABSENCE WITHOUT PAY

9.10.1 A leave of absence without pay may be approved pursuant to NRS 284.360 and NAC 284.578.

9.11 MILITARY LEAVE

9.11.1 Military Leave shall be used and administered pursuant to NRS 281.145 and NAC 284.5875.

9.11.2 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.

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

9.12 SICK LEAVE

9.12.1 Sick Leave shall be accrued, used, carried forward, transferred, and administered pursuant to NRS 284.355 and NAC 284.542 to 284.5777, et. seq..

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

9.12.3 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.

9.12.4 Sick Leave Call-in for Employees in a Position Requiring Relief

9.12.5 If the employee is in a position where a relief replacement is necessary, they will make every effort to notice their supervisor as soon as practicable but, later than their scheduled time to report to work.

9.12.6 Restrictions While on Sick Leave

9.12.7 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.

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

9.12.9 Sick Leave Abuse

9.12.9.1 The use of Sick Leave for purposes other than those defined in NAC 284.542 to 284.581 shall be considered evidence of Sick Leave abuse. The use of Sick Leave for purposes other than those defined in this Agreement and NAC Chapter 284 will be considered evidence of Sick Leave abuse.

9.12.9.2 A supervisor may request a medical certification from an employee pursuant to NAC 284.566 for cases of suspected Sick Leave abuse. When a supervisor suspects Sick Leave abuse they will inform the employee of such suspicions. The employee will be given specific reasons for the supervisor's suspicion, and the employee may be required to provide a written medical certificate for any Sick Leave absence pursuant to NAC 284.566.

9.12.9.3 Sick Leave abuse may lead to disciplinary action.

9.13 FAMILY MEDICAL LEAVE

9.13.1 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..

9.14 WORK-RELATED INJURY OR ILLNESS (WORKERS' COMPENSATION LEAVE)

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

9.15 FLEX LEAVE

9.15.1 If Employee's standard shift exceeds Employee's scheduled worktime outlined Section 3 of Article 7, Hours of Work an Employee may submit for flex leave. Flex leave is accrued at a 1:1 rate and shall be used within the pay period accrued.

ARTICLE 10: WORK PERFORMANCE

10.1 Employees will be made aware of their specific work standards, performance elements, and work expectations upon initial appointment to their position.

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

10.3 COACHING & COUNSELING

- 10.3.1 Performance concerns will be brought to the attention of the employee as soon as practicable to give them the opportunity to receive any additional training needed and/or to correct the concern before it is mentioned in an annual performance evaluation.
- 10.3.2 Coaching & Counseling gives supervisors an opportunity to discuss performance elements and standards, expectations, and performance outcomes with their employees in a non-punitive setting; however, Coaching & Counseling documentation may be used to establish a record that an employee has been made aware of their responsibility with regard to a particular set of circumstances.
- 10.3.3 Coaching & Counseling sessions should be used to assess and review performance with regard to work standards, performance elements, and performance outcomes and to provide support to employees so that skills and abilities can be aligned with work standards.
- 10.3.4 Coaching & Counseling sessions will be documented in the Supervisor File.

10.4 LETTERS OF INSTRUCTION

- 10.4.1 A Letter of Instruction is a document to provide an employee coaching or performance management tools to address the job performance and/or behavior of the employee; and provide evidence of the job performance or behavior expected of the employee; and is not part of the formal disciplinary process.
- 10.4.2 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.
- 10.4.3 Letters of Instruction may be issued by the immediate supervisor(s) responsible, or designee, for the employee's activities, whenever practicable.
- 10.4.4 A copy of any Letter of Instruction will be provided to the employee and will be filed in the Supervisor File.

10.5 PERFORMANCE IMPROVEMENT PLAN (PIP)

- 10.5.1 If an employee is having performance issues, a meeting may be held between the Department or Division supervisor or management and the employee. The function of this meeting is to discuss the parameters of a PIP designed to help the employee meet identified work performance standards.

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

10.6 PERFORMANCE EVALUATION REVIEW

- 10.6.1 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 or Division to assess the request. If the reviewing Officer is not the Appointing Authority, the Reviewing Officer must submit to the Appointing Authority a recommendation to uphold or modify the report on performance. The Appointing Authority shall review the recommendation of the Reviewing Officer regarding the contested report on performance and render a final decision to the employee within ten (10) working days after receiving the recommendation. A permanent or seasonal employee who disagrees with the Reviewing Officer's decision may file a grievance under Article 13, Grievance Procedure.

ARTICLE 11: RECORDS MANAGEMENT

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

11.6 FILE TYPES

- 11.6.1 The following are the types of files that may be maintained on each employee.
 - 11.6.1.1 Medical File – A separate and confidential file maintained by the employee's Department or Division in accordance with federal and State laws.
 - 11.6.1.2 Payroll File – A comprehensive record of payroll for each employee maintained by the appropriate payroll unit.
 - 11.6.1.3 Personnel Files
 - 11.6.1.3.1 One (1) official Personnel File will be maintained by the Employer for each employee in the appropriate Central Records Unit.
 - 11.6.1.3.2 One (1) official Personnel File may also be maintained by the employees' Department or Division Human Resources Office.
 - 11.6.1.3.3 Personnel Files generally contain documentation such as Employment Status Maintenance Transaction (ESMT) forms, mandatory employment forms such as policy acknowledgements, performance evaluations, and disciplinary actions. They may also contain copies of letters of commendation, training certificates, or other work-related documentation that an employee's supervisor has requested be included in the file.
 - 11.6.1.4 Supervisor File
 - 11.6.1.4.1 Each first line supervisor may keep a Supervisor File on each employee they supervise. The supervisor may use the Supervisor File to store information on the employee to help create a performance evaluation, or if warranted, a Performance Improvement Plan (PIP).
 - 11.6.1.4.2 Employees may request to review the Supervisor File and make copies of any documentation contained therein.
 - 11.6.1.4.3 Supervisor Files will be maintained in a secure location and are confidential to the extent allowed or required by State and federal law.
 - 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 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.

11.7 RECORD-KEEPING OF DISCIPLINARY ACTIONS

- 11.7.1 Letters of Instruction
 - 11.7.1.1 A Letter of Instruction is not considered part of the progressive discipline process.
 - 11.7.1.2 A Letter of Instruction will be considered for the purposes of promotions, transfers and evaluating whether disciplinary action is warranted for no longer than two (2) years from the date of issuance, unless discipline results from non-compliance with the Letter of Instruction.
 - 11.7.1.3 Letters of Instruction may be removed from the employee's file upon the employee's request after two (2) years with no similar violations.
- 11.7.2 Verbal Warnings

- 11.7.2.1 A Verbal Warning will be considered for the purposes of promotions, transfers and evaluating further disciplinary action for no longer than three (3) years from the date of issuance, unless further discipline results from similar violations.
- 11.7.2.2 A documented Verbal Warning may be removed from the employee's file upon the employee's request after three (3) years with no similar violations.

11.7.3 Other Disciplinary Actions

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

11.8 CONFIDENTIALITY & PUBLIC RECORDS

- 11.8.1 The Employer will maintain the confidentiality of all files and records unless they are deemed available for public disclosure in accordance with federal or State law.
- 11.8.2 DHRM maintains a roster of the State's employees. The roster the employee's name, class title, and rate of pay. This information is considered public record and may be open to inspection under reasonable conditions during business hours in the offices of the appropriate Human Resources Office upon receipt of a written request.

ARTICLE 12: DISCIPLINE

- 12.1 The purpose of this Article is to provide for a fair, equitable, and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline an employee without just cause, as defined in this Agreement.
- 12.2 Employees are required to comply with all applicable State, Department or Division rules, regulations, policies and prohibitions for employees, and said rules shall be recognized as part of this Agreement. An employee's failure to comply with these rules, regulations, policies and prohibitions may result in employee discipline.
- 12.3 A Probationary Employee that has not achieved "permanent status," as defined in NAC 284.078, may be rejected and dismissed from State service for any lawful reason during their Probationary Period.
 - 12.3.1 Probationary Employee's rejection during their Probationary Period is not considered discipline under this Agreement.
 - 12.3.2 A Probationary Employee that is rejected during their Probationary Period has no appeal rights or the right to file a grievance under this Agreement or NAC Chapter 284.
- 12.4 When discipline is necessary, a progressive disciplinary model will be used. The State is not required to impose progressive discipline for egregious or criminal acts, or conduct that creates public safety or employee safety concerns.

12.1 PROGRESSIVE DISCIPLINE

- 12.1.1 Progressive disciplinary actions against any employee, in order of severity will consist of:
 - 12.1.1.1 Documented Verbal Warning;
 - 12.1.1.2 Written Reprimand Suspension;

- 12.1.1.3 Without Pay;
- 12.1.1.4 Demotion, and;
- 12.1.1.5 Dismissal (Termination) from State service

12.1.2 The Appointing Authority may skip levels of progressive discipline where the seriousness of an offense so warrants. Likewise, multiple Verbal Warnings, Written Reprimands, and Suspensions may be utilized before resorting to more severe disciplinary action.

12.2 DISCIPLINARY ACTION RELATED TO EMPLOYEE PERFORMANCE

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

12.3 INVESTIGATIONS

- 12.3.1 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, shall conduct internal administrative investigations pursuant to, and provide any notices to the employee required by, NAC Chapter 284.
- 12.3.2 Internal administrative investigations are subject to the timelines in NAC Chapter 284.
- 12.3.3 An Appointing Authority may request an extension to complete an internal administrative investigation pursuant to NAC Chapter 284.

12.4 PRE-DISCIPLINARY REVIEW

- 12.4.1 If, following an investigation, an Appointing Authority, or designee, proposes that an employee receive a suspension, demotion, or a dismissal from service, the employee may request a Pre-Disciplinary Hearing pursuant to NRS 289.020 within three (3) working days.
 - 12.4.1.1 A Pre-Disciplinary Hearing is an informal proceeding between the Appointing Authority, or their designee, and the employee and their representative, who meet together to discuss the proposed disciplinary action. Witnesses are not allowed to attend.
 - 12.4.1.2 The Pre-Disciplinary Hearing must be conducted within ten (10) calendar days after the HR-41 is delivered.
 - 12.4.1.3 A Pre-Disciplinary Review is not required for a Probationary Employee that fails their Probationary Period.

12.5 CONFIDENTIALITY

- 12.5.1 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.

12.6 OFF-DUTY CONDUCT

- 12.6.1 The off-duty conduct of an employee covered under this Agreement may be grounds for disciplinary action pursuant to their Departmental Prohibitions & Penalties, Administrative Regulations, Standing Orders, directives, and policies if there is a substantial nexus between the off-duty conduct and the employee's State employment.
- 12.6.2 If an employee covered under this Agreement has any required licenses suspended or revoked, or receives any citation while driving a State-owned vehicle, or is convicted of any offense that violates Department security or background clearance, they will report such to their immediate supervisor within twenty-four (24) hours.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.1 The Union and the Employer agree that it is in the best interest of all parties to resolve disputes at the earliest opportunity and at the lowest level. The Union and the Employer encourage problem resolution between employees and management and are committed to assisting in resolution of disputes as soon as possible. In the event a dispute is not resolved in an informal manner, this Article provides a formal process for dispute resolution.
- 13.2 A Probationary Employee that is rejected during their Probationary Period has no appeal rights or the right to file a grievance under this Agreement or NAC Chapter 284.
- 13.3 "Grievance" means an act, omission, or occurrence that an employee covered by this Agreement or the Union believes to be an injustice relating to any condition arising out of the relationship between the Employer and an employee, including, but not limited to,
 - 13.3.1 compensation,
 - 13.3.2 working hours,
 - 13.3.3 working conditions,
 - 13.3.4 membership in the Union,
 - 13.3.5 the administration and interpretation of this Agreement,
 - 13.3.6 the inconsistent application of any law, rule, regulation, policy or procedure relating to the employee's employment,
 - 13.3.7 the imposition of certain forms of discipline outlined in Article 12, Discipline.
- 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 19, 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 for the grounds specified in NRS 284.240 (NRS 284.245).

13.4.4 A denial of Catastrophic Leave (NRS 284.3629).

13.4.5 Reprisal or retaliatory action against a State officer or employee who discloses improper governmental action (NRS 281.641).

13.5 FILING & PROCESSING A GRIEVANCE

13.5.1 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 Labor Relations Unit.

13.5.2 An employee who has been suspended, demoted, or dismissed may pursue a grievance related to that suspension, demotion, or dismissal through the grievance procedure provided in this Article or the procedure prescribed by NRS 284.390.

13.5.3 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:

13.5.3.1 The grievance procedure provided in this Article; or

13.5.3.2 The procedure prescribed by NRS 288.115.

13.5.4 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 filed a complaint under NRS 288.115, the employee may not proceed in the alternative manner.

13.5.5 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed beginning at Step 1, below, with the employee(s) immediate supervisor and a courtesy copy sent to the DHRM LRU.

13.5.6 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4

13.5.7 Contents of Grievance & Recipients of Grievance

13.5.7.1 The written grievance must include all of the information required by the Employer's electronic grievance reporting system:

13.5.8 Consolidation of Grievances

13.5.8.1 The parties may mutually agree to consolidate grievances arising out of the same set of facts.

13.6 INFORMAL RESOLUTION OF A GRIEVANCE

13.6.1 The parties shall make every reasonable effort to resolve a grievance through informal discussions, including involving the LRU, if appropriate. If the Employer provides the requested remedy or a mutually agreed-upon alternative, a grievance will be considered resolved and may not be moved to the next step.

13.6.2 Mediation

- 13.6.2.1 Any time during grievance process Steps 1 through 3, by mutual written agreement between the grievant or Union and Employer, the parties may request a mediation session through the DHRM Employee Management Services Unit or the Federal Mediation and Conciliation Service (FMCS), as selected by the parties, to resolve a grievance. During informal mediation, the timelines for grievances are suspended.

13.7 WITHDRAWAL OF A GRIEVANCE

- 13.7.1 A grievance may be withdrawn by an employee or the Union at any time.

13.8 GRIEVANCE LEVELS

- 13.8.1 Any of the steps in this procedure may be bypassed by mutual written agreement among the grievant or Union and Employer.

13.8.2 Step 1 - Supervisor

- 13.8.2.1 A grievance shall be filed with the employee's immediate supervisor within twenty (20) calendar days of the underlying event or discovery of facts that constitute a grievance. The supervisor will meet with the grievant and the grievant's representative, if any, within fifteen (15) calendar days of receipt of the grievance and will issue a response in writing within fifteen (15) calendar days following that meeting.

13.8.3 Step 2 - Division Administrator or Manager, or Designee.

- 13.8.3.1 The Division Administrator or Manager, or designee, will meet in person or confer by telephone or video with the grievant and the grievant's representative, if any, within fifteen (15) calendar days of receipt of the grievance and will issue a response in writing within fifteen (15) calendar days following that meeting.

13.8.4 Step 3 - Department Director, or Designee

- 13.8.4.1 If the grievance is not resolved at Step 2 and the grievant wishes to escalate the grievance to the next step, they may present the written grievance to their Department Director, or designee, with a courtesy copy to the DHRM LRU, within fifteen (15) calendar days of the Step 2 response.
- 13.8.4.2 The Department Director, or designee, will meet in person or confer by telephone or video with the grievant and the grievant's representative, if any, within fifteen (15) calendar days of receipt of the grievance and will issue a response in writing within fifteen (15) calendar days following that meeting or conference.

13.8.5 Step 4 – Arbitration

- 13.8.5.1 If the grievance is not resolved at Step 3 and the grievant wishes to escalate the grievance to the next step, they may file a demand for arbitration with the Federal Mediation & Conciliation Service (FMCS) or American Arbitration Association (AAA), with a copy to the grievant's Department or Division and the DHRM LRU, within fifteen (15) calendar days of the receipt of the Step 3 decision.
- 13.8.5.2 Prior to any arbitration hearing, the parties shall enter into a resolution conference to attempt to reach an agreement as to the solution to the dispute.

- 13.8.5.3 Employees who have chosen non-Union representation under this Article may file a demand for arbitration, but such employee bears the responsibility to share the arbitration costs with the Employer. Prior to any arbitration hearing, the employee will be required to obtain from the selected arbitrator an estimate of one half of the total arbitration expenses, including any court reporter services required by the arbitrator, and prepay this amount to the arbitrator and/or the court reporter. The Union shall be notified of the arbitration and permitted to attend and/or participate only for the purpose of ensuring compliance with the collective bargaining agreement.
- 13.9 Once a demand for arbitration is filed and the FMCS or AAA a list of seven (7) names of Arbitrators, the parties will select an Arbitrator by alternatively striking names until one name remains. The party striking first shall be determined by lot.
- 13.10 The parties agree that any arbitration proceedings will be conducted in accordance with the FMCS or AAA Rules of Labor Arbitration, unless otherwise agreed to in writing. The parties agree to provide a response to requests for relevant documents and witnesses within thirty (30) calendar days from the date of receipt of the request.
- 13.11 The Arbitrator will hear arguments on and decide issues of arbitrability, if any, 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.
- 13.12 When an employee is subpoenaed as a witness in an arbitration case, they may appear without the loss of pay if they appear during their work time, providing testimony given that it is related to their job function or involves matters that they have witnessed and is relevant to the arbitration case.
- 13.13 The Arbitrator so selected shall confer promptly with the parties, shall hold further hearings, and shall issue a report not later than thirty (30) days from the day of the hearing, unless stipulated to by the parties or required differently by the Arbitrator, which shall set forth findings of fact, reasoning, and decisions on the issues submitted.
- 13.14 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 Employer. The Arbitrator shall not have the authority to modify, amend, alter, add to, or subtract from, any of the provisions of this Agreement, or 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.
- 13.15 The Arbitrator's decision shall be consistent with the law and the terms of this Agreement and shall be binding on the parties.
- 13.16 The expenses of arbitration, including the Arbitrator's fees/costs and the expenses and costs of a court reporter and the Arbitrator's transcript, if any, shall be borne equally by the parties, except as in article 5.1.4(C) Grievance Procedure. 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.

13.17 The Arbitrator shall reserve jurisdiction of the parties' dispute for sixty (60) days after the date of the Arbitrator's award to resolve issues related to the implementation of the award.

13.18 The arbitration procedure set forth in this Article shall not apply to events which occurred before the effective date of this Agreement.

13.19 An employee will be allowed reasonable time, as determined by the Department, to travel to and from the any mediation or arbitration schedule pursuant to this Article above. Time spent traveling during the employee's nonwork hours to attend meetings referenced above may, at the Department's discretion, be considered work time. An employee may be authorized by their supervisor to take Leave Without Pay (L WOP), Administrative Leave for up to eight (8) hours, Compensatory Time, or Annual Leave to prepare for and travel to and from grievance hearings or meetings.

13.20 SUCCESSOR CLAUSE

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

13.21 FAILURE TO MEET TIMELINES

13.21.1 Failure by the grievant to comply with the timelines in this Article will result in the automatic withdrawal of the grievance with prejudice.

13.21.2 Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

13.21.3 Timelines may be extended by mutual agreement of the parties.

13.22 MISCELLANEOUS

13.22.1 Tape recorders or other electronic recording devices shall not be used by any party participating in the grievance, resolution conference, mediation session, or pre-arbitration hearing, except by mutual agreement of the parties. This provision shall not apply to arbitration hearings.

13.22.2 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.

13.22.3 The arbitration procedure set forth in this Article shall not apply to events which occur before the effective date of this Agreement. Both parties to this Agreement may agree to dismiss a grievance at any step during the grievance process.

ARTICLE 14: UNION RIGHTS

14.1 RIGHT TO UNION MEMBERSHIP

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

14.1.2 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.

14.2 RIGHT TO UNION REPRESENTATION

14.2.1 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.

14.2.2 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.

14.3 ACCESS FOR UNION REPRESENTATIVES

14.3.1 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.

14.3.2 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.

14.3.3 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.

14.3.4 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.

14.3.5 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.

14.4 BULLETIN BOARDS

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

14.4.2 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.

- 14.4.3 The Union shall be responsible for any information posted on bulletin board(s) or Employer provided space.
- 14.4.4 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.
- 14.4.5 In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.
- 14.4.6 Union communications will not be posted in any other location on Department or Division premises.
- 14.4.7 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.

14.5 USE OF STATE FACILITIES & EQUIPMENT

14.5.1 Meeting Space & Facilities

- 14.5.1.1 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.
- 14.5.1.2 The Employer may impose reasonable restrictions on the Union's use of State facilities based on operational needs.

14.5.2 Supplies & Equipment

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

14.5.3 Email, Fax Machines, the Internet, & Intranets

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

14.5.3.2.1 Result in little or no cost to the Employer;

14.5.3.2.2 Be brief in duration and seldom in frequency;

14.5.3.2.3 Not interfere with the performance of their official duties; Not distract from the conducting of State business;

14.5.3.2.4 Not disrupt other State employees;

14.5.3.2.5 Not obligate receiving employees to make a personal use of State resources;

14.5.3.2.6 Not compromise the security or integrity of State information or software, and;

14.5.3.2.7 Not include general communication and/or solicitation with employees.

14.5.4 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.

14.6 UNION STEWARDS

14.6.1 Employees selected by the Union to act as Union representatives shall be known as “Stewards.” The names of employees selected as Stewards and the names of Union Representatives who may represent employees shall be submitted in writing to the DHRM Labor Relations Unit (LRU) by the Union. The Employer will not recognize an employee as a Union Steward if their name is not on this notice.

14.6.2 The Union shall notify the DHRM LRU of any changes within twenty (20) working days.

14.6.3 Union Stewards must request and receive approval in writing prior to being released for representational duties. Such request shall not interfere with the performance of their official duties and will not be unreasonably denied.

14.6.4 Representational duties will be coded to Union Leave on the Union Steward’s timecard.

14.7 TIME AWAY FROM WORK FOR UNION ACTIVITIES

14.7.1 Union members may be allowed to access Union Leave, or Leave With Out Pay, to attend Union-sponsored meetings and training sessions. Time away from work for these activities must be approved in advance and in writing by their Department or Division.

14.7.2 The employee’s time away from work will not interfere with the operating needs of the Department or Division, as determined by the Employer.

14.7.3 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.

14.7.4 Effective July 1, 2025, the Union will have an aggregate pool of four hundred (400) hours to draw from for Union Leave per fiscal year. The pool of hours does not roll over from fiscal year to fiscal year.

14.8 UNION LEAVE

14.8.1 The Union Steward or other Union designated employee must request the use of Union Leave using established procedures for requesting leave and as far in advance as possible to their Department or Division.

- 14.8.2 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.
- 14.8.3 No Overtime or Compensatory Time will be incurred during a pay period as a result of using Union Leave.
- 14.8.4 Union Stewards and other Union designated employees are responsible for coding their time appropriately when using Union Leave.
- 14.8.5 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.
- 14.8.6 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.

14.9 INDEMNIFICATION

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

ARTICLE 15: UNION DUES

15.1 NOTIFICATION TO EMPLOYEES

- 15.1.1 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 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.

15.2 UNION DUES- DUES DEDUCTION

- 15.2.1 Deduction of Union Dues is strictly a voluntary deduction.
 - 15.2.1.1 The Union will provide the Employer with a copy of the employee's signed membership document.
 - 15.2.1.2 The Union will provide the designated pay center for the employee's Department or Division with the percentage and maximum dues amount to be deducted from the employee's paycheck.
 - 15.2.1.3 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.

15.2.1.4 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.

15.2.2 If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within thirty (30) calendar days.

15.3 STATUS REPORTS

15.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information for dues paying members:

15.3.1.1 Employee name.

15.3.1.2 Employee job title.

15.3.1.3 Department and Division. Official duty station or work site.

15.3.1.4 Work phone number.

15.3.1.5 Work email address.

15.3.1.6 Date of hire.

15.3.1.7 Pay grade.

15.3.1.8 Pay step.

15.3.1.9 Seniority date.

15.3.1.10 Separation date.

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

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

15.4 REVOCATION

15.4.1 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.

15.5 INDEMNIFICATION

15.5.1 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 all issues related to the deduction of Union dues or fees.

15.5.2 The Department or 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 16: TRAINING & PROFESSIONAL DEVELOPMENT

16.1 GENERAL PROVISIONS

16.1.1 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 their professional development.

16.2 SPECIALIZED MANDATORY TRAINING

16.2.1 Based upon an employee's job classification, they may be required to complete specialized mandatory training courses provided by the Employer and the Department or Division.

16.2.2 Specialized mandatory training pursuant to the Employer's, Department's, or Division's, or NWCG, or NFPA, if applicable, requirements including but not limited to: safety-related training; equipment operation training; and, qualifications and maintenance.

16.2.3 Prior to performing safety-related functions, employees will be required to attend training on the proper performance of those functions in accordance with Article 17, Safety & Health.

16.2.4 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an employee to disciplinary action, up to and including dismissal.

16.3 CONTINUING EDUCATION, CERTIFICATION, & LICENSURE

16.3.1 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.

16.3.2 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.

16.3.3 Attendance at continuing education courses are considered work time in accordance with Article 8, Compensation. Departments or Divisions will work with an employee where possible to allow for a flexible scheduled for attendance at approved continuing education courses.

16.3.4 Professional certification or licensure costs for employees whose job classifications require such are not an allowable expense under the SAM.

16.4 EXTERNAL TRAINING & PROFESSIONAL DEVELOPMENT OPPORTUNITIES

16.4.1 An employee 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 the Departments or Divisions based upon an employee's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.

16.4.2 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 or Division.

16.4.3 Following an employee's submission of the standardized request form, the employee's Department or 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 or Divisions will work with an employee where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

16.5 PROFESSIONAL ASSOCIATION DUES

16.5.1 Professional Association Dues for individual State employees are not an allowable expense under SAM.

16.6 COLLECTIVE BARGAINING AGREEMENT (CBA) TRAINING

16.6.1 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.

16.6.2 The Union will present the training to current Union Representatives within the bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement.

16.6.3 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.

16.6.4 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 attending each CBA training session.

16.7 TUITION REIMBURSEMENT

16.7.1 The Employer and the Departments or Divisions may approve full or partial tuition reimbursement, consistent with the Employer's and Department or Division policy and within available resources. The employee must submit an application for approval for tuition reimbursement to the Employer, through their Department or Division, prior to the start of the educational course. Tuition reimbursement will only be available upon proof of satisfactory completion of course requirements.

16.7.2 Department or Division funds expended for tuition reimbursement will be limited to tuition or registration fees, and will not include textbooks, supplies, or other school expenses.

16.7.2.1 Absent an agreement to the contrary, when an employee moves to another Department or Division prior to completion of an approved course, the approving Department or Division will retain the obligation for reimbursement if the course is satisfactorily completed.

ARTICLE 17: SAFETY & HEALTH

- 17.1 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.
- 17.2 Employees will comply with all safety and health practices and standards established by the Employer. Employees will contribute to a healthy workplace, including not knowingly exposing coworkers and the public to conditions that would jeopardize their health or the health of others.
- 17.3 For all employees covered by this Agreement, the Employer shall provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), the National Wildfire Coordinating Group (NWCG), and the National Fire Protection Association (NFPA), if applicable.
- 17.4 A Department or Division may direct employees to use leave in accordance with Article 9, Leave, Section 11 Sick Leave, when employees self-report a contagious health condition.
- 17.5 A Department or Division may direct employees to use leave in accordance with Article 9, Leave, Section 1, Administrative Leave or Section 13 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.
- 17.6 When a worksite is impacted by a critical incident, the Employer, and the Department or Division will provide the employees with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department or Division.

17.7 PERSONAL PROTECTIVE EQUIPMENT

- 17.7.1 The Employer and the Department or Division will determine and provide required safety devices, personal protective equipment ("PPE"). The Employer and Department or Division will provide necessary replacements to PPE, and safety apparel in accordance with the appropriate standards, including but not limited to OSHA, NIOSH, NOSHA, NWCG, NFPA, and any applicable Master Cooperative Agreement provisions, and any amendments thereto.
- 17.7.2 The Employer will provide employees with orientation and training to perform their jobs safely and in the safe operation of the safety equipment prior to use. Employees will abide by all requirements set forth by the Employer for using safety devices, PPE, and safety apparel provided for their safety.
- 17.7.3 Employees will abide by all requirements set forth by the Employer and the Department or Division for appropriately using safety devices, PPE, and safety apparel provided for their safety. Failure to abide by these requirements may result in disciplinary action.

17.8 SAFETY COMMITTEES

- 17.8.1 The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.
- 17.8.2 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).

17.8.3 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.

17.9 PHYSICAL STANDARDS – FIREFIGHTERS

17.9.1 Employees in job classifications consistent with the definition of Firefighters are responsible for maintaining their bodies to the appropriate physical standards as indicated by the NWCG, the NFPA, if applicable, the NRS, the applicable Master Cooperative Agreement, and applicable Department or Division policies and procedures.

17.9.2 The Employer will abide by NRS 617. Employees in these job classifications may be required to attend an annual physical appointment pursuant to NRS 617 and applicable State of Nevada Risk Management Programs in accordance with Article 8, Section 20, Annual Physicals.

17.10 WORKPLACE VIOLENCE

17.10.1 Employees must immediately report restraining orders granted against them or restraining orders filed by the employee. Any report of a direct or indirect threat and/or actual violence will be documented and reported both to the State of Nevada Attorney General’s Office and to the Department of Administration, Risk Management Division. All incidents will be immediately investigated, and appropriate action taken, if warranted.

17.10.2 Active threat awareness and preparedness training is made available to all employees through the Risk Management Division’s safety training program.

17.11 EMPLOYEE ASSISTANCE PROGRAM (EAP)

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

17.12 CRITICAL INCIDENT STRESS DEBRIEFING

17.12.1 In the event a worksite is impacted by a critical incident, and to the extent budgetary resources allow, the Employer will provide the employees appropriate and adequate Critical Incident Stress Debriefing (CISD). CISD is to be used for critical job-related incidents including, but not limited to, mass casualty, riots, work peer suicide, serious work injury, and/or work-related death of co-worker.

17.12.1.1 CISD response will be offered as soon as practicable after an incident.

17.13 NORTHERN NEVADA PEER SUPPORT NETWORK (NNPSN)

17.13.1 Employees of each Department or Division shall be permitted access to the resources of the Northern Nevada Peer Support Network (NNPSN), whether on or off duty, subject to available resources.

ARTICLE 18: REASONABLE ACCOMMODATION

- 18.1 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.
- 18.2 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 19: UNLAWFUL DISCRIMINATION

19.1 UNLAWFUL DISCRIMINATION AND HARASSMENT

- 19.1.1 The Employer and the Union agree to comply with all federal and State laws, regulations and executive orders relating to equal opportunity employment and unlawful discrimination, sexual harassment, and harassment based on race, color, hair texture and protective hairstyles, religion, sex, pregnancy, 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.

19.2 UNLAWFUL DISCRIMINATION AND HARASSMENT COMPLAINTS

- 19.2.1 Employees who believe that they have been subjected to, or witnessed, unlawful discrimination, sexual harassment, or harassment based on a characteristic protected under federal, State laws, regulations or executive orders, may file a complaint pursuant to the “State of Nevada, Executive Branch, Sex-or Gender-Based Harassment and Discrimination Policy,” as amended, and DHRM’s Equal Employment Opportunity Office and Sex- or Gender- Based Harassment and Discrimination Investigation Unit (“SGHDIU”) procedures. Employees may also file a complaint with the Nevada Equal Rights Commission pursuant to NRS 613.405.
- 19.2.2 Employees may not use the Grievance Procedure in Article 13 of this Agreement to file a complaint relating to unlawful discrimination and must use the complaint procedures outlined above.

ARTICLE 20: WORKPLACE ENVIRONMENT

- 20.1 The Employer and the Union agree that all employees should work in a safe 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 a positive environment furthers the Employer's business operations and needs.
- 20.2 Inappropriate behavior in the workplace does not serve the Employer, the Union, or the employee.
- 20.3 All employees are responsible for contributing to a positive workplace environment.

20.4 APPEARANCE

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

20.5 SECONDARY EMPLOYMENT

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

20.6 PERSONAL ELECTRONIC DEVICES

- 20.6.1 Employees will not be required to use their personal cellular telephones, computers, tablets, or other electronic devices to conduct State business. Employees should not store any State information on personal device(s). However, if an employee chooses to use their personal device(s) to conduct State business, employees are on notice that there is a significant risk that such device(s) may be subject to Employer search and may be subject to disclosure pursuant to the Public Records Act.
- 20.6.2 Contact from the Employer for administrative purposes including but not limited to the purposes of scheduling, Overtime, or the need to use sick leave are not considered conducting State business.

ARTICLE 21: LABOR MANAGEMENT COMMITTEES

21.1 PURPOSE

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

21.2 DEPARTMENT OR DIVISION-LEVEL COMMITTEES

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

21.3 AD HOC COMMITTEES

- 21.3.1 Committees to address specific issues may be established by mutual agreement at a Department or Division level Committee.
- 21.3.2 Ad hoc Department or Division-level Committees may only be established by mutual agreement at a Department or Division-level Committee meeting and mutually agreed upon by the parties.

21.4 SAFETY COMMITTEES

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

21.5 SCOPE OF AUTHORITY FOR COMMITTEES

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

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

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

ARTICLE 22: DISCLOSURE OF IMPROPER GOVERNMENTAL ACTION

22.1 GENERAL PROVISIONS

22.1.1 Nevada law specifically encourages any State officer or employee to disclose improper governmental action to the extent not prohibited by law. It is the intent of the Legislature to protect an employee's rights should they make such a disclosure. "Improper governmental action" means any action taken by a State officer or employee in the performance of the officer or employee's official duties, whether the action is within the scope of employment, which is:

22.1.1.1 In violation of any state law or regulation; or,

22.1.1.1.1 An abuse of authority; or,

22.1.1.1.2 Of substantial and specific danger to the public health or safety; or,

22.1.1.1.3 A gross waste of public money.

22.1.2 State officers and employees are prohibited by law from using their authority or influence to prevent an employee's disclosure of improper governmental action. "Official authority or influence" includes taking, directing others to take, recommending, processing, or approving any personnel action such as an appointment, promotion, transfer, assignment, reassignment, reinstatement, restoration, reemployment, evaluation, or other disciplinary action.

22.1.3 The Employer will take any disclosure of improper governmental action very seriously. If a disclosing employee feels that they have experienced any retaliatory action or reprisal because they have made such a disclosure, the employee must submit a claim of retaliatory action or reprisal on the PD-53 Appeal of "Whistleblower Retaliation form.

22.2 FRAUD HOTLINE

22.2.1 The Fraud Hotline is an established hotline number that allows employees to report inappropriate use of State funds or federal funds received by the Employer by calling the Fraud Hotline at (775) 687- 0150.

22.2.2 The Employer must post the Fraud Hotline number in conspicuous places in each public building of its Departments.

ARTICLE 23: POLITICAL ACTIVITY

- 23.1 Employees may engage in political activity that is not prohibited by State or Federal law. Employees will not engage in political activity while on duty or in uniform. Political activity is activity to elect or defeat any candidate, political party, or ballot issue. Applicable State and Federal laws shall be followed when allowing employees to vote in the electoral process.
- 23.2 The Employer shall not require any Employee to participate in any political activity or to be present at any political meeting or event, either on or off duty.

ARTICLE 24: STRIKES

- 24.1 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 25: ENTIRE AGREEMENT

- 25.1 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.
- 25.2 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.
- 25.3 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 26: SAVINGS CLAUSE

- 26.1 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 or provisions affected.

ARTICLE 27: INDEMNIFICATION

- 27.1 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 including, but not limited to, disbursement of Union materials or communications, Union training, Union executive board meetings, and Union conferences, if any.

ARTICLE 28: APPROPRIATIONS

- 28.1 The Parties recognize that certain provision of the 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.
- 28.2 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.
- 28.3 The Parties recognize this Agreement governs over all applicable legislation approved during the 2025 Legislative Session regarding compensation and benefits unless otherwise specified in the Agreement.

ARTICLE 29: TERM OF AGREEMENT

- 29.1 All provisions of this Agreement will become effective July 1, 2025, and will remain in full force and effect through June 30, 2027; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement the terms and conditions shall remain in effect until a successor agreement has been successfully negotiated.
- 29.2 If either party wishes to negotiate a successor Agreement, the Parties shall comply with the provisions of NRS Chapter 288.

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

Date of Board of Examiners Approval:

<p>FOR THE STATE OF NEVADA:</p> <p> _____ BACHERA WASHINGTON Chief Negotiator</p> <p>_____</p> <p>TIFFANY GREENAMEYER Clerk of the Board of Examiners</p> <p>APPROVED AS TO FORM</p> <p> _____ JOSH REID Special Counsel – Labor Relations</p>	<p>For the Union : </p> <p> _____ Chief Negotiator</p> <p>APPROVED AS TO FORM</p> <p> _____</p>
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APPENDIX A:

Firefighters (sorted by title code)			
Title Code	Job/Position Title	BU	GRADE
01.817	Conservation Crew Supervisor III	K	33
01.819	Firefighter II	K	31
01.820	Conservation Crew Supervisor II	K	31
01.825	Conservation Crew Supervisor I	K	29
01.828	Seasonal Firefighter III	K	28
01.829	Seasonal Firefighter II	K	27
01.831	Seasonal Firefighter I	K	26
01.852	Firefighter I	K	28
11.703	Crew Chief-Air Nat'l Guard	K	34
11.705	Firefighter/Driver Operator-Air Nat'l Guard	K	32