



**State of Nevada**

**&**

**Nevada Peace Officer Association  
(NPOA) / Nevada Association of  
Public Safety Officers (NAPSO)**

**Collective Bargaining Agreement**

**July 1, 2023 – June 30, 2025**

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# Preamble

This Collective Bargaining Agreement (CBA), referred to as the “Agreement” or the “CBA,” is entered into by the State of Nevada, herein referred to as the “Employer,” and the Nevada Peace Officer Association (NPOA) formally known as (NSLEOA), herein referred to as the “Union.” This Agreement covers officers in Bargaining Unit H which is comprised of Category II peace officers.

Together, the Union and the State acknowledge that as a public agency the State is accountable to the citizens of the State of Nevada. Further, we acknowledge that each officer of the State is responsible for quality service to the citizens of the state of Nevada. By entering into this Agreement, the Employer and the Union agree to promote and assure sound and mutually beneficial working relationships between the parties; provide an orderly and peaceful means of resolving any misunderstanding or differences relating to the provisions of this Agreement which may arise; to set forth the basic Agreement between the parties for the contract years specified; provide a Union/Management meeting system to resolve problems between negotiation periods; provide a system to identify and eliminate inefficiencies in the work place; and support innovative approaches to improving effectiveness of officers and the services they render to the citizens of the state of Nevada. The Employer and the Union will strive together to assist the Departments and Divisions in meeting their accountability to the citizens of the state of Nevada by working with Integrity, Courage, Accountability, Respect for People, and Excellence. The Preamble is not subject to grievance under Article 20, Grievance Procedure.

## Article 1. Union Recognition

This Agreement covers permanent officers in the job classifications in Unit H – Category II Peace Officers as described in Appendix A titled, “Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA).”

This Agreement does not cover any statutorily excluded positions, or any positions not listed in Appendix A. The titles of jobs listed in Appendix A are listed for descriptive purposes only and shall not be construed as an agreement between the parties that the job classifications will continue to be used, filled, or maintained by the Employer.

Any proposed changes to the job classifications in Appendix A by the Employer will be noticed to the Union not less than thirty (30) calendar days of the change effective date. Temporary officers, part-time officers, and volunteers are prohibited from being members of the bargaining unit.

## Article 2. Unlawful Discrimination

### 2.1 HARASSMENT & DISCRIMINATION

- 2.1.1 Discrimination, harassment, bullying, and similar behavior in the workplace will not be tolerated. If an officer believes they have been subject to these behaviors, the officer is encouraged to report this behavior to their supervisor and/or to the Departmental/Divisional Human Resources Office. The officer may also file a grievance under Article 20, Grievance Procedure.
- 2.1.2 Officers who believe they have been subjected to, or witnessed any form of harassment, discrimination, bullying, or similar behavior in the workplace may file a complaint in accordance with this Article. Any other person, including officers, bystanders, or Union Representatives who observe or become aware of such conduct may also file a complaint in accordance with this Article.
- 2.1.3 The Employer will investigate any complaint and/or grievance and take appropriate action, as necessary. If a complaint was filed, the officer will be noticed at the conclusion.
- 2.1.4 The Employer and the Union will jointly make available training on this Article in electronic or in-person format. Training will be provided during work time to all officers.

**2.2 SEX- OR GENDER-BASED HARASSMENT & DISCRIMINATION**

- 2.2.1 As stated above, the Employer and the Union recognize that a positive working environment is conducive to fostering good officer morale and serves to promote staff efficiency and productivity. The Governor of the State of Nevada has declared that no officer shall engage in sex- or gender-based harassment against another officer, an applicant for employment, or any other person in the workplace and the parties agree and endorse the prevention of sex- or gender- based harassment and discrimination in accordance with all Federal and State laws, regulations, and policies of the Employer. This Section shall not be construed as the only representation of the Employer’s policy on sex- or gender-based harassment. Both parties agree that this policy may be updated and reaffirmed during the term of this Agreement, and that the parties will comply with any updates therein.
- 2.2.2 Sex- or gender-based harassment and discrimination are forms of misconduct that are unlawful and undermine the integrity of the employment relationship. Sex- or gender-based harassment and discrimination are personally offensive, debilitate morale, and, therefore, interfere with work effectiveness.
- 2.2.3 No officer should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal, written (including digital media, i.e., email, text or digital photos or graphics), or physical.



- 2.2.4 No officer should be subjected to physically or verbally harassing behavior—sexual, gendered, or neutral—because of that officer’s sex, sexual orientation, gender identity, or expression.
- 2.2.5 No officer should experience discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other terms, conditions, or privileges of employment.
- 2.2.6 An officer who engages in discriminatory behavior, or behavior that constitutes sex- or gender-based harassment, may be subject to disciplinary action up to and including dismissal.
- 2.2.7 When allegations of sex- or gender-based harassment or discrimination are made, the Employer will investigate them and, if substantiated, take corrective action.
- 2.2.8 Equal opportunity with regard to the terms, conditions, and privileges of employment is mandated under Title VII of the Civil Rights Acts of 1964, the Americans with Disabilities Act of 2008, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, NRS 281.370, and numerous sections of Chapter 284 of the NRS.

**2.3 OFFICER RESPONSIBILITIES**

- 2.3.1 All new officers will complete sex- or gender-based harassment prevention training within 30 (thirty) calendar days of their appointment. Thereafter, officers are required to complete sex- or gender-based harassment prevention training once every two (2) years.
- 2.3.2 A Department/Division may not promote a person who has not completed the sex- or gender- based harassment training as described above.
- 2.3.3 Officers are responsible for ensuring they do not engage in sex- or gender-based harassment or discrimination against any other officer, client, applicant for employment, or other individual(s) with whom they have contact within the performance of their duties. Illegal behavior that is sex- or gender-based harassment includes:
  - 2.3.3.1 Making submission to unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature either explicitly or implicitly a term or condition of a person’s employment; or,
  - 2.3.3.2 Making submission to or the rejection of such conduct described above by a person a basis of employment decisions affecting that or any other person; or,
  - 2.3.3.3 Engaging in unwelcome harassing verbal or physical behavior that occurs because of the sex or gender expression of any individual(s) and has the purpose or effect of unreasonably interfering with an individual’s work

performance or creating an intimidating or offensive work environment where:

2.3.3.3.1 Harassing behavior is of a sexual nature; or,

2.3.3.3.2 Harassing behavior is not sexual in nature, but is related to the sex or gender of the alleged victim or others; or,

2.3.3.3.3 Harassing behavior is sex- or gender-neutral in content but occurs because of an individual's sex or gender; or,

2.3.3.3.4 Any combination of the types of behaviors described above.

2.3.4 Officers are responsible for cooperating in the investigation of any complaint of alleged sex- or gender-based harassment or discrimination. Officers are additionally responsible for cooperating with the efforts of their Departments/Divisions to prevent and eliminate sex- or gender-based harassment and discrimination and for maintaining a working environment free from such unlawful conduct. Pursuant to NAC 284.650, failure to participate in any investigation of alleged discrimination, including without limitation, an investigation concerning sex- or gender-based harassment is cause for disciplinary action.

2.3.5 A Department/Division may impose harsh disciplinary sanctions on persons who commit sex- or gender-based harassment, even on first-time offenders; however, sanctions shall be proportionate to the violation.

2.3.6 Federal law prohibits retaliation against officers who bring sex- or gender-based harassment or discrimination charges or assist in investigating such charges. Any officer making sex- or gender-based harassment or discrimination complaints, or that is assisting in the investigation of such a complaint, or that is otherwise engaging in protected activity will not be adversely affected in terms of their conditions of employment, nor discriminated against, disciplined, or discharged because of the complaint or their participation in any investigation.

## **2.4 COMPLAINT PROCESS**

2.4.1 Officers or bystanders who believe they have been subjected to or witnessed sex- or gender- based harassment or discrimination are encouraged to advise the person believed to have engaged in harassment or discrimination that the conduct is unwelcome, undesirable, or offensive.

2.4.2 If the officer or bystander elects not to confront the alleged harasser, or if the conduct persists after an objection, the officer or bystander shall, within a reasonable time, either report the incident to their supervisor or

to the next level of authority in their Department/Division or elect to report the incident as set forth below.

- 2.4.3 If the officer or bystander decides to follow through on a formal complaint after talking to their supervisor or next level of authority in their Department/Division, the supervisor or next level authority shall ensure that the officer or bystander completes a complaint form, and the supervisor or next level authority shall send the complaint to the DHRM's Sex- or Gender-Based Harassment & Discrimination Investigation Unit (SGHDIU).
- 2.4.4 If the officer or bystander elects not to report the complaint as described above, they may report incidents of sex- or gender-based harassment or discrimination as follows: to the coordinator within their Department designated to receive such complaints, e.g. the person identified on the "Discrimination Has No Place in the Workplace" flyer posted in the Department, the Equal Employment Opportunity (EEO) Officer, or the Departmental Human Resources Office; or, by completing and filing a Sexual Harassment or Discrimination Complaint Form using the Department's officer information and timekeeping system; or, by calling the DHRM's Harassment/Discrimination Hotline at (800) 767-7381.
- 2.4.5 All forms of complaints must be filed no later than three hundred (300) calendar days after the date of the alleged act.
- 2.4.6 Officers have the right to consult a Union Representative or an attorney to report the incident to the Nevada Equal Rights Commission (NERC) or to the Equal Employment Opportunity Commission (EEOC). An officer, bystander, or other alleged victim of sex- or gender-based harassment or discrimination may go directly to the NERC or the EEOC if:
  - 2.4.6.1 The alleged harasser is a public officer as defined in NRS 281.005.
  - 2.4.6.2 The officer or bystander believes their supervisor, next level authority, an officer, director, or the Administrator of the Division of Human Resource Management, knew or should have known about the alleged harassment and failed to take appropriate steps.
- 2.4.7 Failure to report a claim of sex- or gender-based harassment or discrimination internally to the Employer may jeopardize the standing of any legal claim brought by an officer or bystander.

## **Article 3. Definitions & Resources**

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

“ADAAA” is the Americans with Disabilities Act, Amendments Act.

[www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008](http://www.eeoc.gov/statutes/americans-disabilities-act-amendments-act-2008)

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

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

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

“Category I peace officer” means a peace officer who has unrestricted duties and who is not otherwise listed as a category II or category III peace officer (NRS 289.460).

“Category II peace officer” means: 1) the bailiffs of the district courts, justice courts, and municipal courts whose duties require them to carry weapons and make arrests; 2) constables and their deputies; 3) inspectors employed by the Nevada Transportation Authority who exercise those powers of enforcement conferred by NRS; 4) special investigators who are employed full-time by the office of any district attorney or the Attorney General; 5) investigators of arson for fire departments who are specially designated by the Appointing Authority; 6) brand inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by NRS; 7) field agents and inspectors of the State Department of Agriculture who exercise the powers of enforcement conferred by NRS; 8) investigators for the State Forester Fire warden who are specially designated by the State Forester Fire warden and whose primary duties are related to the investigation of arson; 9) agents of the Nevada Gaming Control Board who exercise the powers of enforcement specified in NRS, except those agents whose duties relate primarily to auditing, accounting, the collection of taxes or license fees, or the investigation of applicants for licenses; 10) investigators and administrators of the Division of Compliance Enforcement of the Department of Motor Vehicles who perform the duties specified in NRS; 11) officers and investigators of the Section for the Control of Emissions From Vehicles and the Enforcement of Matters Related to the Use of Special Fuel of the Department of Motor Vehicles who perform the duties specified in NRS; 12) Legislative police officers of the State of Nevada; 13) parole counselors of the Division of Child and Family Services of the Department of Health and Human Services; 14) juvenile probation officers and deputy juvenile probation officers employed by the various judicial districts in the State of Nevada or by a department of juvenile justice services established by ordinance pursuant to NRS whose official duties require them to enforce court orders on juvenile offenders and make arrests; 15) field investigators for the Taxicab Authority; 16) security officers employed full-time by a city or county whose official duties require them to carry weapons and make arrests; 17) the chief of a department of alternative sentencing created pursuant to NRS and the assistant alternative sentencing officers employed by that department; 18) agents of the Cannabis Compliance Board who exercise the powers of enforcement specified in NRS; 19)

criminal investigators who are employed by the Secretary of State; and, 20) the Inspector General of the Department of Corrections and any person employed by the Department as a criminal investigator (NRS 289.470).

“Category III peace officer” means a peace officer whose authority is limited to correctional services, including the superintendents and correctional officers of the Department of Corrections (NRS 289.480).

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

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

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

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

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

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

“Compensation, Classification, & Recruitment Unit (CCRU)” – The Division of Human Resource Management unit responsible for establishing compensation, classification, and performing recruitments for State of Nevada employment.

[http://hr.nv.gov/Sections/Compensation,\\_Classification\\_Recruitment/](http://hr.nv.gov/Sections/Compensation,_Classification_Recruitment/)

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

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

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

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

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

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

“Domestic partner” means the officer’s registered domestic partner. “Domestic violence” is defined as in NRS 33.018.

“EAP” is the Employee Assistance Program.  
[http://hr.nv.gov/StateEmployees/Employee\\_Assistance\\_Program\(EAP\)/](http://hr.nv.gov/StateEmployees/Employee_Assistance_Program(EAP)/)

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

Employee Handbook, published January 1, 2018.

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

“Employer” means the State of Nevada and its employing Departments/Divisions.

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

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

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

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

“Family member” is defined to include: Child, including biological, adoptive, or foster child, stepchild, or for whom the officer 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 officer or the officer’s spouse or registered domestic partner, or a person who stood *in loco parentis* when the officer was a minor child. Spouse. Registered domestic partner. Grandparent. Grandchild. Sibling.

“FTO” is a Field Training Officer.

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

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

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

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

*Garrity v. New Jersey (1967)*

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

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

Governor’s Office [www.gov.nv.gov](http://www.gov.nv.gov)

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

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

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

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

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

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

“Just cause” means a legally sufficient reason, one that is not arbitrary, capricious, or illegal, and is based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

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

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

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

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

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

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

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

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

“National Labor Relations Board (NLRB)” [www.nlr.gov](http://www.nlr.gov) “Nevada Administrative Code (NAC)” [www.leg.state.nv.us/nac/](http://www.leg.state.nv.us/nac/)



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Nevada Taxicab Authority” is a Division of the Nevada Department of Business & Industry. [www.taxi.nv.gov](http://www.taxi.nv.gov)

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

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

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

“Office of Employee Development (OED)” – The Division of Human Resource Management OED provides Statewide training, professional development, and consultation services to

employees and State Departments and Divisions.

[https://hr.nv.gov/Sections/Office\\_of\\_Employee\\_Development/](https://hr.nv.gov/Sections/Office_of_Employee_Development/)

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

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

“Overtime-eligible position” means a position that is assigned duties and responsibilities that meet the criteria for Overtime coverage under the FLSA and State law. Job classifications covered under this Agreement are designated as Overtime-eligible.

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

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

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

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

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

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

“Permanent officer” is a classified officer 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 officer has successfully completed the Probationary Period for the class; or, 2) the appointment does not require a new Probationary Period and the officer does not hold another type of status of appointment for the class.

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

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

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

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

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

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

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

“Reasonable accommodation” means any change or adjustment to a job or work environment that permits a qualified applicant or officer 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 officers without disabilities, without creating an undue hardship on the Employer.

“Reemployment” means a noncompetitive appointment of a current or former officer to a class for which the officer 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 officer’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 officer to a class the officer formerly held or to a comparable class.

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

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

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

“Risk Management Division” – The Risk Management Division of the Department of Administration provides Statewide training and consultation services to officers and State

Departments and Divisions regarding safety and loss prevention, including Workers' Compensation. <https://risk.nv.gov/>

Rules for State Personnel Administration, republished August 2020.

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

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

“Sexual assault” is defined as in NRS 200.366.

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

*Skelly v. State Personnel Board (1975)*

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

“Spouse” means the officer’s lawful husband or wife.

“Stalking” is defined as in NRS 200.575.

State Administrative Manual (SAM), revised January 14, 2020

State of Nevada Commission on Ethics [www.ethics.nv.gov](http://www.ethics.nv.gov)

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

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

“Strike” means any concerted: stoppage of work, slowdown, or interruption of operations by officers of the State of Nevada or local government officers; absence from work by officers of the State of Nevada or any local government officers 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 officer organization or labor organization (NRS 288.074). Strikes are illegal in the state of Nevada.

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

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

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

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

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

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

“Underfill” means the filling of a position with an officer holding a lower classification, except for those situations where the officer 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 officers with common interests or purposes. The Union for this Agreement is the Nevada Peace Officer Association (NPOA), [www.nsleoa.org](http://www.nsleoa.org)

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

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

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

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

“United States Department of Labor (US DOL)” [www.dol.gov](http://www.dol.gov)

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

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

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

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

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

“Workweek” is a regularly scheduled reoccurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 0001 hours on Monday and end at 2359 hours the following Sunday, or as otherwise designated by the Department/Division head, or designee.

## **Article 4. Management Rights**

- 4.1 This Article generally describes management rights and shall not be construed as either expanding or limiting the rights of management or officers pursuant to applicable State law.
- 4.2 Except as modified by this Agreement, the Employer retains all right of management which, in addition to all powers, duties, and rights established by constitutional provision or statute, will include but are not limited to:
  - 4.2.1 The right to determine the Employer’s functions, programs, organizational structure, and use of technology.
  - 4.2.2 The right to determine the Employer’s budget and size of each Department’s/Division’s workforce and the financial basis for layoffs.
  - 4.2.3 The right to direct and supervise officers.
  - 4.2.4 The right to take all necessary actions to carry out the mission of the State of Nevada and its Departments/Divisions during emergencies.
  - 4.2.5 The right to determine the Employer’s mission and strategic plans.
  - 4.2.6 The right to develop, enforce, modify, or terminate any policy, procedure, manual, or work method associated with the operations of the Employer.

- 4.2.7 The right to determine or consolidate the location of operations, offices, work sites, including permanently or temporarily moving operations in whole or in part to other locations.
- 4.2.8 The right to establish or modify the workweek, daily work shift, hours of work, and days off.
- 4.2.9 The right to establish work performance standards, which include but are not limited to the priority, quality, and quantity of work to be offered to the public to ensure appropriate services and the safety of the public, as well as the means and methods of offering those services.
- 4.2.10 The right to establish, allocate, reallocate, or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.
- 4.2.11 The right to select, hire, assign, reassign, evaluate, retain, promote, demote, transfer, and temporarily or permanently lay off officers.
- 4.2.12 The right to determine, prioritize, and assign work to be performed, including workload factors.
- 4.2.13 The right to determine the need for and the method of scheduling, assigning, authorizing, and approving Overtime.
- 4.2.14 The right to determine training needs, methods of training, and officers to be trained.
- 4.2.15 The right to determine the reasons for and the methods by which officers will be laid off.
- 4.2.16 The right to suspend, demote, reduce pay, discharge, and/or take other disciplinary actions.
- 4.3 Nothing contained within this Agreement shall modify the above identified management rights.

## **Article 5. Union Dues**

### **5.1 NOTIFICATION TO OFFICERS**

- 5.1.1 The Employer will inform new, transferred, promoted, or demoted officers in writing prior to appointment into positions included in the bargaining unit of the Union's exclusive representation status. Upon appointment to a bargaining unit position, the Employer will furnish the officers with membership materials provided by the Union. The Employer will inform officers in writing if they are subsequently appointed to a position that is not in a bargaining unit.

### **5.2 UNION DUES DEDUCTIONS**

- 5.2.1 Deduction of Union Dues is strictly a voluntary deduction.
- 5.2.2 The Union will provide the Employer with a copy of the officer's signed membership document.

- 5.2.3 The Union will provide the designated pay center for the officer's Department/Division with the percentage and maximum dues amount to be deducted from the officer's paycheck.
- 5.2.4 Within thirty (30) days of receipt of the completed and signed membership document, the Employer will deduct from the officer's paycheck an amount equal to the dues required to be a member of the Union.
- 5.2.5 The Employer will provide payments for the deductions to the Union at the Union's official headquarters each pay period.
- 5.2.6 If there is any change in the amount to be deducted for Union dues, the Union will notice the Employer within forty-five (45) calendar days.

**5.3 STATUS REPORTS**

- 5.3.1 The Employer will provide the Union with a report in electronic format each pay period with the following information:
  - 5.3.1.1 Officer name.
  - 5.3.1.2 Mailing address.
  - 5.3.1.3 Officer job title.
  - 5.3.1.4 Department and Division. Official duty station or work site.
  - 5.3.1.5 Work phone number.
  - 5.3.1.6 Work email address.
  - 5.3.1.7 Date of hire.
  - 5.3.1.8 Pay grade.
  - 5.3.1.9 Pay step.
  - 5.3.1.10 Seniority date.
  - 5.3.1.11 Separation date.
- 5.3.2 Information provided pursuant to this Section will be maintained by the Union in confidence according to Federal and State law.
- 5.3.3 The Union will indemnify the Employer for any violations of officer privacy committed by the Union pursuant to this Section.

**5.4 REVOCATION**

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

**5.5 INDEMNIFICATION**

- 5.5.1 The Union agrees to indemnify and hold harmless the Employer from all claims, demands, suits, or other forms of liability that arise against the Employer for or on account of compliance with this Article and any and all issues related to the deduction of Union dues or fees.



- 5.5.2 The Department/Division agrees not to honor any check-off authorizations or dues deduction authorizations executed by any officer in the bargaining unit in favor of any other labor organization representing officers for purposes of negotiation for wages, hours, and working conditions, and other fringe benefits for its members.

## **Article 6. Hiring & Appointments**

- 6.1 The classified service of the State of Nevada is comprised of all positions in the public service now existing and hereafter created which are filled according to merit and fitness from eligible lists prepared upon the basis of examination, which must be open and competitive, except as otherwise provided for by statutes that govern the unclassified service. Candidates for positions in the classified service will be evaluated on the basis of experience, character, education, and any other factors relating to their ability to perform the duties of the position. For detailed information on the Employer's recruitment and selection practices, policies, and procedures visit the DHRM Classification, Compensation, & Recruitment Unit's website.
- 6.2 As officers of the State of Nevada, NAC 289.110 and NAC 289.205 require certain pre- employment steps.
- 6.3 The Employer recognizes that all officers have successfully completed a thorough background investigation during which the provisions of NAC 289.110 have been satisfied, as well as a physical fitness examination during which the provisions of NAC 289.205 have been satisfied.
- 6.4 The Employer and Union agree that a permanent officer, covered under this agreement, who is selected to transfer or promote to any position within the same Department/Division will not be subject to any type of background investigation, psychological examination, lie detector, medical examination, or physical agility test.
- 6.5 The Employer and the Union agree that officers covered under this agreement are in compliance with NAC 289.110, provided they were subject to a background investigation before their initial hire into state service as a law enforcement officer. Therefore, the Employer and the Union agree that officers covered under this agreement, that have been selected to transfer to a new Department/Division will not be subject to a physical fitness examination/NV POST PPFT/physical agility test and will be subject to a background investigation that includes only the following:
  - 6.5.1 The Employer and Union agree all Departments/Divisions that employ officers covered under this agreement shall provide the new Department/Division the ability to review and receive a copy of all background investigation records, personal history questionnaires, lie detector records, psychological examination records and physical fitness examination records, as stated in NRS 289. These records and

- other employment records shall be provided by all Departments/Divisions within 10 business days of written request.
- 6.5.2 Examination of current personnel file, including performance evaluations, disciplinary, or corrective actions.
  - 6.5.3 Criminal history NCIC check within the State of Nevada and in any other state where the officer is known to have resided. This will include any warrants issued and submission of fingerprints to the Central Repository for Nevada Records of Criminal History for submission to the Federal Bureau of Investigation for its report.
  - 6.5.4 Inquiry to the DMV to verify current driver license status.
  - 6.5.5 Financial history which will be limited to only a credit check through at least one recognized credit bureau.
  - 6.5.6 Verification of educational background of the officer by the new Department/Division obtaining and examining state service employment records and background investigation records from the applicant's current employing Department/Division.
  - 6.5.7 Verification of military service of the officer by the new Department/Division obtaining and examining state service employment records and background investigation records from the applicant's current employing Department/Division.
  - 6.5.8 Verification of physical addresses of the officer by the new Department/Division obtaining and examining state service employment records from the applicant's current employing Department/Division.
  - 6.5.9 Drug screening test
  - 6.5.10 Upon review of the existing psychological evaluations from the previous background investigation and employment records, Departments/Divisions may request a new psychological evaluation only if there is reason to believe the existing psychological evaluation was deficient or there are specific new events or circumstances in the officer's background that justify a new evaluation.
  - 6.5.11 Lie detector test that will be limited to a voice stress analyzer (VSA).
  - 6.5.12 If the new position has job functions different from the officer's current job functions, Departments/Divisions shall request a new medical examination by a licensed physician per NAC 289.110(1)(e) at the Department's/Division's expense.
- 6.6 The Employer and the Union agree that if any officer covered under this agreement is unsuccessful at passing a background or is disqualified/removed from the background process for an issue arising during the process, the officer will be provided with specific reasons, in writing, for the failed background or disqualification/removal, within 10 business days. If the officer does not agree with this decision, they will be allowed an opportunity to appeal this decision with DHRM within 30 days of the date the officer received the written notification. The

officer may provide written evidence in support of their appeal. DHRM shall review the appeal and will have the opportunity to request clarification on any issues and provide a written decision to either affirm or overturn the hiring authority's decision within 30 calendar days of the date they receive the appeal from the officer. The officer and employer will be included in all communication related to the appeal.

- 6.7 The Employer agrees to direct and compel its Union H Departments/Divisions to take the necessary administrative steps to apply with the Police and Firefighters Advisory Committee of NV PERS by January 1, 2024, for Police/Fire PERS benefits for Unit H positions that are not currently recognized as being eligible for Police/Fire NV PERS retirement benefits. Officers who are not currently covered or enrolled in Police/Fire PERS will be given the option to remain on their current NV PERS program.

## **Article 7. Officer Records Management**

- 7.1 The Employer has the authority to maintain files on each officer.
- 7.2 An officer may examine their own file(s) and request a copy of the file by contacting their Departmental/Divisional Human Resources Office for their Department/Division file(s) and/or the appropriate Central Records Unit.
- 7.3 The Employer will provide access to the file(s) as soon as possible but not more than fourteen (14) calendar days from the date of request. Review of the file(s) will be in the presence of an Employer representative during business hours if the officer is only requesting a review, unless otherwise arranged. An officer will not be required to take leave to review the file(s).
- 7.4 Written authorization from the officer is required before any representative of the officer will be granted access to the file(s). The officer and/or representative may not remove any contents; however, an officer may provide a written rebuttal to any information in the file(s) that they consider objectionable and request a copy of the file.
- 7.5 The Employer and its Departments/Divisions shall provide at least 1 full copy of a file requested by an officer but may charge a reasonable fee for copying any materials beyond the first copy requested by the officer 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.

### **7.6 FILE TYPES**

- 7.6.1 The following are the types of files that may be maintained on each officer.
- 7.6.1.1 *Medical File*
- 7.6.1.1.1 Medical Files are maintained by the officer's Department/Division and will be kept

separate and confidential in accordance with Federal and State law.

7.6.1.2 *Payroll File*

7.6.1.2.1 Comprehensive payroll records will be maintained for each officer by the appropriate Central Payroll Unit.

7.6.1.3 *Personnel File*

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

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

7.6.1.4 *Supervisor File*

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

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

7.6.1.5 *Training File*

7.6.1.5.1 The Employer may maintain a record of all training the officer has taken while in active service. Officers are responsible for maintaining copies of all training documentation.

7.6.1.6 *Background Investigation File*

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

**7.7 CONFIDENTIALITY**

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

**7.8 PUBLIC RECORDS**

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

**7.9 RECORDKEEPING FOR THE PURPOSES OF DISCIPLINARY ACTION, PERFORMANCE EVALUATION, PROMOTION, OR TRANSFER**

7.9.1 Letters of Instruction may be retained within the officer's Supervisor File until the completion of the officer's next annual performance evaluation or for a total of twelve (12) months, whichever is greater.

7.9.2 An Oral Warning will be considered for the purposes of evaluating further disciplinary action no later than thirty-six (36) months from the date of issuance, so long as the events giving rise to the Oral Warning did not result in any further discipline.

7.9.3 An Oral Warning may be considered for the purposes of evaluating promotions or transfers no later than thirty-six (36) months from the

- date of issuance, so long as: 1) the Oral Warning is the only incident in the Supervisor File on that officer; and 2) the events giving rise to the Oral Warning did not result in any additional or progressive discipline.
- 7.9.4 A Written Reprimand will be considered for the purposes of evaluating further disciplinary action no later than sixty (60) months from the date of issuance, so long as the events giving rise to the Written Reprimand did not result in any further discipline.
- 7.9.5 A Written Reprimand will be considered for the purposes of evaluating promotions or transfers no later than sixty (60) months from the date of issuance, so long as: 1) the Written Reprimand is the only incident in the Personnel File on that officer; and 2) the events giving rise to the Written Reprimand did not result in any additional or progressive discipline.
- 7.9.6 Suspensions, demotions, and any discipline related to unlawful discrimination, harassment, interactions with the public, or excessive force, shall be considered in all cases.
- 7.9.7 In the event an officer is not chosen to transfer to another Employer Department/Division due to a matter arising from their Personnel File or background investigation related to provisions of NAC 289.110, the officer will be given the opportunity to examine their file and submit a written response to documentation in their file for future consideration. The Appointing Authority may, but is not required to, change their hiring decision.

## **Article 8. Hours of Work**

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

### **8.2 WORK SCHEDULES**

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

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

**8.3 MEAL BREAKS**

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

**8.4 REST PERIODS**

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

**8.5 DAILY WORK SHIFT CHANGES**

8.5.1 The Department/Division may adjust an officer’s daily start and/or end time(s) if operational necessity dictates such a change. If an officer’s daily work shift changes under this section, they will be compensated appropriately in accordance with Article 10, Compensation.

**8.6 TEMPORARY SCHEDULE CHANGES**

8.6.1 An officer’s workweek and/or work schedule may be temporarily changed with prior notice from the Department/Division.

8.6.2 A temporary schedule change is defined as a change lasting thirty (30) calendar days or less. Officers will receive three (3) calendar days’ written notice of any temporary schedule change via memorandum, email, or telephone call, unless the officer and the Department/Division have mutually agreed to a shorter notice period. The day that notice is given is not considered part of the notice period. The officer must acknowledge receipt of any notice of temporary schedule change by informing their supervisor of such acknowledgement within the three (3) calendar day notice period.

8.6.3 An officer scheduled to work during the Daylight Savings time changes will have the option to adjust their shift to ensure a full shift is worked or complete a leave slip for one (1) hour of either Compensatory Time or Annual Leave to accommodate the short day. For the extended day, an officer is required to either adjust their shift, or complete a Compensatory Time or Overtime slip, whichever the Department/Division requires, after working the extra hour.

**8.7 PERMANENT SCHEDULE CHANGES**

8.7.1 An officer’s workweek and work schedule may be permanently changed with prior notice from the Department/Division.

8.7.2 An officer will receive fourteen (14) calendar days’ notice via memorandum, email, or telephone call, of a permanent schedule change. This notice will include the reason for the schedule change. The day notice is given is not considered part of the notice period. During that notice period, the officer may request a meeting with their supervisor to discuss potential hardships or family needs that the supervisor may consider relative to a permanent schedule change.

**8.8 EMERGENCY SCHEDULE CHANGES**

8.8.1 The Department/Division may adjust an officer’s workweek and work schedule without prior notice in emergencies.

**8.9 OFFICER-REQUESTED SCHEDULE CHANGES**

8.9.1 An officer may make a “flex request” wherein they ask for a flexible start or end time to their shift on a specific day. The Department/Division may approve or disapprove such requests based on operational need.



8.9.2 An officer's workweek and work schedule may be changed at their request and with the Department's/Division's approval, provided the Department's/Division's operational needs are met and no Overtime expense is incurred.

**8.10 TIME REPORTING**

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

**8.11 SHIFT ASSIGNMENT PROCESS**

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

**8.12 SHIFT BID PROCESSES**

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

**8.13 SHIFT TRADE**

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

## **Article 9. Safety & Health**

**9.1 GENERAL PROVISIONS**

9.1.1 The Employer, officer, and the Union have a significant responsibility to implement and maintain appropriate workplace safety and health standards.

9.1.2 The Employer will provide a work environment in accordance with safety standards established by the Occupational Health & Safety Administration (OSHA), the Nevada Occupational Safety & Health Act (NOSHA), and Nevada Peace Officer Standards & Training (POST).

9.1.3 Officers will comply with all safety and health practices and standards established by the Employer. Officers 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.

9.1.4 The Department/Division may direct officers to use leave in accordance with Article 11, Leave, Part A Paid Leave, Section 8 Sick Leave, when officers self-report a contagious health condition.

9.1.5 The Department/Division may direct officers to use leave in accordance with Article 11, Leave, Part A Paid Leave, Section 1 Administrative Leave or Section 10 Work-Related Injury or Illness (Workers' Compensation) when it becomes aware of possible exposure to a contagious health condition during the course of their job duties to allow for them to seek appropriate testing and treatment.

9.1.6 When a worksite is impacted by a critical incident, the Employer, and the Department/Division will provide the officers with an opportunity to receive a critical incident debriefing from the Employee Assistance Program (EAP), or other sources available to the Employer, Department/Division.

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

9.2.1 The Employer and the Department/Division will determine and provide required safety devices, PPE, and safety apparel, including that used in the transporting of offenders, patients, and/or clients. The Employer and Department/Division will provide that amount of such equipment and apparel including replacements, as is necessary.

9.2.2 PPE may include but not be limited to those items appropriate for the officer to effectuate their duties in a safe manner.

9.2.3 The Employer and Department/Division will provide officers with orientation and/or training to perform their jobs safely and in the safe operation of the safety equipment prior to use.

9.2.4 Officers will abide by all requirements set forth by the Employer and the Department/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.

9.2.5 The Employer will follow its policies and procedures regarding safety training for all officers.

9.2.6 The Employer will form a joint Safety Committee in accordance with OSHA, NOSHA, the Employer's Risk Management Division requirements, and Article 24, Union/Management Communications Committees.

## **9.3 SAFETY COMMITTEES**

9.3.1 Safety Committees are intended to provide a forum for the Employer, officers, and the Union to communicate about issues that arise relative to the safety of the working environment. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage officers to work in a safe manner.

9.3.2 Safety Committees will be made up of representatives from the Employer, the Union, and officers in accordance with the Safety & Health Program outlined in the State Administrative Manual (SAM).

9.3.3 Safety Committee meetings will be conducted in accordance with the State's Safety & Health Program. Committee recommendations will be forwarded to the appropriate Department/Division head, or designee, for review and action, as necessary. The Department/Division head, or designee, will report follow-up action/information to the Safety Committee.

## **9.4 ERGONOMIC ASSESSMENTS**

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

**9.5 PHYSICAL STANDARDS – CATEGORY II PEACE OFFICERS**

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

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

**9.6 AIR QUALITY ASSESSMENTS**

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

**9.7 WORKPLACE VIOLENCE**

9.7.1 The Employer and the Union agree that the personal safety and health of each officer is of primary importance.

9.7.2 It is the responsibility of all officers to support safety and health programs. Officers must report all incidents of direct or indirect threats and actual violent events that may affect their workplace to a supervisor. This may include restraining orders granted against their disgruntled spouse, domestic partner, an acquaintance, or others.

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

9.7.4 The Employer will ensure tailored active threat awareness and preparedness training is made available to all officers.

## **Article 10. Compensation**

**10.1 SALARY PAYMENT**

10.1.1 The compensation schedule for officers in the State service consists of pay ranges for each salary grade. Within each salary grade are ten (10) steps. An officer's pay rate is set within a salary grade at a specific step.

- 10.1.2 Appendix E, “Salary Schedules for Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA)” will reflect the salary schedules for officers covered under this Agreement.
- 10.1.3 The Employer agrees to evaluate and realign and/or retitle the Compliance/Enforcement Investigator series to more accurately reflect the duties of the Category II Peace Officers assigned to those positions. These evaluations for realignment and/or retitling shall be completed by December 31, 2023, and shall be effective July 1, 2023. The Employer agrees to pay any resulting retroactive pay to July 1, 2023.
- 10.1.4 Effective the first full pay period in July 2023, the salary schedules for Bargaining Unit H will reflect an eight percent (8%) increase.
- 10.1.5 Effective the first full pay period in July 2024. The salary schedules for Bargaining Unit H will reflect a four percent (4%) increase.
- 10.1.6 For the contract term of July 1, 2023, through June 30, 2025, officers covered under this Agreement will receive retention incentives of two thousand dollars (\$2,000.00) per fiscal year. These retention incentives will be distributed in four equal installments throughout the fiscal year, beginning in July 2023.

**10.2 EDUCATION/POST CERTIFICATE PAY**

- 10.2.1 The Employer agrees to pay officers that possess an Intermediate Nevada POST Certificate will receive five hundred dollars (\$500.00) per fiscal year, payable each December provided the officer has submitted proof of their certification to their employing Department/Division by November 1.
- 10.2.2 The Employer agrees to pay officers that possess an Advanced Nevada POST Certificate will receive nine hundred dollars (\$900.00) per fiscal year, payable each December provided the officer has submitted proof of their certification to their employing Department/Division by November 1.
- 10.2.3 Officers who wish to receive Education/POST Certificate Pay must submit a request to receive the pay and a copy of their NV POST certificate(s), via email, to their Department/Division designee by November 1. Officers will be paid only at the highest level achieved.

**10.3 SALARY ADMINISTRATION**

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

**10.4 SALARY RATE UPON INITIAL APPOINTMENT**

- 10.4.1 Upon initial appointment, an officer will be placed at Step 1 at the appropriate salary grade for their job classification, subject to the provisions of NAC 284.204.

**10.5 SALARY RATE UPON PROMOTION**

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

**10.6 SALARY RATE UPON DEMOTION**

10.6.1 Upon involuntary demotion, the rate of pay in the lower job classification will be set by the Appointing Authority, or designee.

10.6.2 Upon demotion for failure to complete a Trial Service Period, the officer will be placed in their former job classification and salary grade at their previous step but will have their pay increased by any steps they would have received if they had not been serving a Trial Service Period for a promotional position.

10.6.3 Upon voluntary demotion, the officer's salary will be reduced to the corresponding salary grade for the lower job classification.

**10.7 MERIT PAY INCREASE**

*10.7.1 General Provisions*

10.7.1.1 An officer who successfully completes twelve (12) months of satisfactory service, excluding Overtime, after initial appointment or promotion to a position, will be eligible for a merit pay increase of one (1) step within their salary grade on their pay progression date, and annually thereafter.

10.7.1.2 Merit pay increases are not automatically awarded to officers. Merit pay increases will not exceed the maximum of the range of the salary grade of the officer's job classification.

10.7.1.3 To be eligible for a merit pay increase, the officer must meet a satisfactory level of performance and competence during the twelve (12) month period prior to their performance evaluation.

*10.7.2 Denial of Merit Pay Increase*

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

10.7.2.2 A meeting to discuss the review by the Department/Division head, or designee, will be scheduled within ten (10) calendar days of receipt of the request to review. The officer may

request a Union Representative be present at the review meeting. The determination of the Department/Division head, or designee, is final. Denial of a merit pay increase is not subject to grievance under Article 20, Grievance Procedure.

*10.7.3 Delay of Merit Pay Increase*

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

**10.8 CALLBACK PAY**

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

**10.9 OVERTIME CONSIDERATION OF PAID LEAVE STATUS**

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

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

10.9.1.2 NAC 284.0742 "Paid status" defined. (NRS 284.065) "Paid status" means the time that an officer is:

10.9.1.2.1 Working;

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

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

**10.10 OVERTIME & COMPENSATORY TIME**

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

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

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

10.10.4 The Employer and Union agree, however, that circumstances and/or emergencies may arise which are beyond the control of the Officer. In such cases, Overtime may be incurred without prior approval. When this occurs, it is incumbent upon the officer to notify their supervisor of the specific circumstances as soon as possible, or as soon as is

practicable, once the circumstances are resolved. Examples of such circumstances include, but are not limited to:

- 10.10.4.1 Unforeseeable travel delays during work-related assignments and training;
  - 10.10.4.2 Unforeseeable delays when transporting and processing incarcerated people;
  - 10.10.4.3 Scheduled and unscheduled assignments that continue beyond an officer's scheduled end of shift and which are out of the officer's control, to include: conducting enforcement actions, traffic stops, calls for service, required interventions in public safety matters or incidents, and calls to assist other law enforcement officers;
  - 10.10.4.4 Officer injuries which have occurred while the officer is on-duty and require treatment and reporting;
  - 10.10.4.5 Traffic accidents occurring in State owned vehicle and any State required processes, testing, and drug screening; and,
  - 10.10.4.6 Duties related to task force operations accruing overtime which may not necessarily be funded by external sources.
- 10.10.5 Officers that work a standard non-variable schedule consisting of eight (8) hours per day, five (5) days per week, with two (2) regular days off (RDO's), will be paid Overtime pay for all hours worked in a regularly scheduled workday in excess of eight (8) hours.
- 10.10.6 Officers that work a standard non-variable schedule consisting of ten (10) hours per day, four (4) days per week, with three (3) RDO's, will be paid Overtime pay for all hours worked in a regularly scheduled workday in excess of ten (10) hours.
- 10.10.7 Officers that request and are approved through a Variable Work Agreement to work a regular schedule equaling forty (40) hours per week, will be paid Overtime pay for all hours worked in their regularly scheduled work week in excess of forty (40) hours.
- 10.10.8 Officers who are eligible under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 et seq., to work a variable eighty (80) hour work schedule within a biweekly pay period and who choose and are approved for such a work schedule will be considered eligible for Overtime only after working in excess of eighty (80) hours biweekly.
- 10.10.9 At the time an Overtime assignment is offered, the officer may request to accrue Compensatory Time in lieu of Overtime pay.
- 10.10.10 Compensatory time will be accrued at the rate of time and one-half (1.5) of the officer's regular hourly rate of pay.
- 10.10.11 The Employer and an officer may enter into an agreement stating that the officer agrees to accept the accrual of Compensatory Time rather than receiving Overtime pay for Overtime assignments. Either party may rescind the agreement but must give thirty (30) working days'

notice. The Employer and Union agree, notification to rescind by the officer can be made via email to the officer's supervisor.

- 10.10.12 An officer may not accrue and carry more than two hundred forty (240) hours of Compensatory Time at any given time.
- 10.10.13 An officer who has accrued Compensatory Time may request, in writing, payment in cash for their accrued Compensatory Time.
- 10.10.14 The Employer will promulgate policies regarding when Compensatory Time must be paid out in accordance with the FLSA.
- 10.10.15 If an officer has the need to retain a balance of Compensatory Time for use during a specific leave event, they may request to enter into an agreement with their immediate supervisor for the retention of the Compensatory Time balance and use of that balance for the stated and agreed upon need.

## **10.11 DANGEROUS DUTY PAY**

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

## **10.12 SPECIAL ADJUSTMENTS TO PAY**

- 10.12.1 Officers may be assigned to perform duties allowing eligibility for additional compensation categories under Special Adjustments to Pay or Special Assignments; however, the maximum Special Adjustment to Pay and/or Special Assignment Pay is twenty percent (20%) of their regular hourly rate of pay. The Employer and Union agree that Special Assignment Pay is separate and apart from any other forms of normal compensation, including but not limited to, call-back pay, stand-by pay, and out of classification pay.
- 10.12.2 The Employer and Union agree that an officer can only be paid for two categories of special adjustments to pay at any one time. Bilingual Pay will be excluded from this rule and will be paid in addition to a maximum of two categories.
- 10.12.3 Special Assignments are designations outside normal operational functions that save the Employer time and money by having an officer on-site perform the task instead of outsourcing. These tasks require the officer to be removed from their normal duties in order to perform the tasks and may require specialized training. The specialized training will typically require an officer to attend training classes or be certified to perform the duties of that designation. The designation may also require the officer to be re-certified after a specified timeframe to maintain that specialized assignment designation. Any expenses incurred related to this training or certification will be paid by the Employer.
- 10.12.4 *Bilingual Pay*
  - 10.12.4.1 An officer who is required by the Employer to use bilingual skills or sign language for persons who are deaf will be paid



an additional compensation equivalent to five percent (5%) of their regular hourly rate of pay.

10.12.4.2 Officers will be certified by their Department/Division that they are assigned work based upon their bilingual skills and are eligible to receive the associated premium pay.

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

*10.12.5 Field Training Officer (FTO) Pay*

10.12.5.1 Officers assigned to be a Field Training Officer (FTO) shall receive a Special Adjustment to Pay (FTO Pay) equivalent to twenty percent (20%) of their base hourly rate of pay for all hours in FTO status.

10.12.5.2 The Employer and Union agree an officer is in FTO status if they have a probationary officer/trainee assigned to them for the purpose of training and evaluation. The FTO will be paid for the entire duration of the formal training process.

10.12.5.3 The Employer and Union agree if a newly hired/transferred officer is in trainee/trial/probationary status, that trainee must be assigned to a Unit H FTO, if one is available, for the entire duration of the trainee's training program. The Employer and Union agree a Supervisor/Manager cannot be used in place of an FTO if a Unit H FTO is available in the same Department/Division and office space as the trainee. The employer may require an FTO to possess a NV POST accredited certificate/credential showing they are a trained Field Training Officer.

*10.12.6 Instructor Pay*

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

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

- 10.12.6.3 The Employer and Union agree that an officer is considered to be in instructor status when they are engaged in the following:
  - 10.12.6.3.1 Actual instruction.
  - 10.12.6.3.2 Maintenance and preparation of equipment and facilities for training and storage.
  - 10.12.6.3.3 Maintenance/creation of instruction records, qualification records and lesson plans.
  - 10.12.6.3.4 Transport of any training equipment for the purposes of training, repair and maintenance.
  - 10.12.6.3.5 Travel to and from and attendance of any employer approved training to maintain instructor/subject matter proficiency.

*10.12.7 Special Assignments*

- 10.12.7.1 Officers assigned to a Special Assignment shall be paid the equivalent of twenty percent (20%) of their regular hourly rate of pay for the hours spent in Special Assignment status.
- 10.12.7.2 The Employer and Union agree an officer is in Special Assignment status when they are engaged in the following:
  - 10.12.7.2.1 The actual assignment
  - 10.12.7.2.2 Travel to and from the assignment.
  - 10.12.7.2.3 Travel to and from and attendance at any employer approved training related to the Special Assignment.
- 10.12.7.3 The employer and union agree a Special Assignment is any task an officer is assigned to that is outside of the officer's routine daily assignments/tasks, with the exception of minor administrative duties such as moving boxes or equipment or delivering/transporting agency documents, legal or otherwise.
- 10.12.7.4 The Employer and Union agree Special Assignments for Unit H officers may include but are not exclusively limited to the following:
  - 10.12.7.4.1 DIGNITARY PROTECTION/SECURITY – Officer tasked with protection/security for any State personnel, witnesses or victims and any other persons designated by the Employer/Department/Division. This includes, but is not limited to, house watch, requests from State agency heads, administrators, and attorneys to have a security escort because of safety/security

- concerns related to legal/court proceedings and any other public engagement.
- 10.12.7.4.2 ARMORER – Officer who is maintainer of Employer/Agency owned firearms and associated equipment. The Employer may require certification(s) for this assignment.
- 10.12.7.4.3 CVSA/POLYGRAPH EXAMINER – Officer trained in CVSA/Polygraph examinations. The Employer agrees any officers assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.
- 10.12.7.4.4 EVIDENCE TECH/CUSTODIAN – Officer tasked with maintaining an evidence and property room/facility including all the records, systems and procedures associated with the maintenance and security of evidence and property room/facility. The Employer may require certification(s) for this assignment.
- 10.12.7.4.5 OIS/USE OF FORCE INVESTIGATOR – Officer tasked with investigating/reviewing officer involved shootings and use of force incidents. The Employer and Union agree these officers MUST have a minimum of 40 hours of specialized training before being assigned to any OIS/Use of Force investigations, including but not limited to any investigative reviews of other law enforcement agencies and presenting questions regarding OIS/Use of Force to any other law enforcement agencies or other government entities. The Employer agrees any officers assigned to this special assignment prior to this agreement shall be trained accordingly within one year after this agreement goes into effect.

**10.13 SHIFT DIFFERENTIAL**

- 10.13.1 As used in this Article “differential rate of pay” means an adjustment in pay equivalent to an additional five percent (5%) of an officer’s regular hourly rate of pay.
- 10.13.2 “Qualifying shift” means a period of work of eight (8) hours or more, of which four (4) hours must fall between the hours of 6:00 p.m. and

7:00 a.m. The term includes, without limitation, a period of work of eight (8) hours that is reduced to seven (7) hours because of a change of time to daylight saving time.

- 10.13.3 An officer is eligible for the differential rate of pay if they work in a unit which provides services requiring multiple shifts within a 24-hour period and is: 1) a nonexempt officer in the classified service who works: a) a qualifying shift; or, b) any shift of at least eight (8) hours that is other than a qualifying shift plus four (4) or more hours between 6:00 p.m. and 7:00 a.m. In such cases, an officer must receive the differential rate of pay for only the hours worked between 6:00 p.m. and 7:00 a.m. 2) An exempt classified officer assigned to a qualifying shift. In such cases, an officer must receive the differential rate of pay for all of their regularly scheduled hours of employment on that workday.
- 10.13.4 If an officer is assigned to a qualifying shift when they are on paid leave, to include Union Leave, or a holiday occurs, they must receive the differential rate of pay for that shift.
- 10.13.5 Except as otherwise provided above, if a nonexempt officer in the classified service is assigned to a qualifying shift and they are not in paid status for the entire period of that shift, they must receive the differential rate of pay for the portion of the shift in which they are in paid status.
- 10.13.6 A nonexempt officer in the classified service who works Overtime in conjunction with a qualifying shift must be paid Overtime at the differential rate of pay.

## **10.14 UNIFORMS & EQUIPMENT**

- 10.14.1 The Employer shall issue a duty firearm to an officer if the officer is required to carry a firearm on duty.
- 10.14.2 Departments/Divisions may allow officers to carry a personally owned firearm in place of an issued firearm on duty and may create their own Department/Division policies regarding qualification with that personally owned firearm and the maintenance/repair/modification of that personally owned firearm.
- 10.14.3 The Employer will provide duty ammunition and a minimum of 100 rounds of live training ammunition (not airsoft, sim rounds/paint or the like) for each Unit H officer for each fiscal year of this agreement and any additional live training ammunition for any Department/Division required and POST required training in accordance with the Department's/Division's policy for an officer's authorized duty firearm and one (1) secondary/off-duty firearm.
- 10.14.4 State-issued equipment that becomes unserviceable shall be replaced as soon as possible by the Employer upon notification by the officer, without cost to the officer. If the incident giving rise to the need for

replacement is due to a violation of policy or as a result of negligence, the officer may be subject to disciplinary action.

10.14.5 *Uniform & Equipment Allowance (\$1,200)*

10.14.5.1 The Employer will determine and provide uniform items and equipment consistent with Department/Division policy. However, the Employer and Union agree that while many Unit H officers may not be required to wear uniforms, the purchase and maintenance of business formal attire and business casual attire that is conducive to also carrying police equipment can be just as costly as uniforms.

10.14.5.2 The Employer agrees to pay each Unit H officer an annual Uniform & Equipment Allowance of one thousand two hundred dollars (\$1,200.00) to be paid in the first full pay period in January of each year of this agreement. This Allowance does not prohibit each specific Department/Division from issuing equipment or uniforms necessary to accomplish their specific mission, nor is it intended to replace the Department's/Division's responsibility to issue basic equipment.

10.14.5.3 The Employer through its Departments/Divisions shall issue the following basic equipment to each Unit H officer within one year of this Agreement's effective date if that officer has not already been issued this equipment prior to this Agreement:

10.14.5.3.1 Badge and official credentials

10.14.5.3.2 One (1) at minimum Level IIIA ballistic vest/body armor within manufacturer guarantee/serviceability recommendation/expiration dates. The Employer and Union agree a tactical rifle plate carrier with rifle rated plates may be issued in place of the Level IIIA vest if the officer agrees to that piece of equipment and it has not already been issued prior to this agreement. Any Employer-issued ballistic vest/body armor/plates MUST be serviceable within the manufacturer's requirements and recommendations including expiration dates.

10.14.5.3.3 One (1) Employer owned duty handgun, with a minimum of three magazines, if the employer requires an officer to be armed (officers can decline if they choose to carry a

- personally owned firearm in accordance with Department/Division policy).
  - 10.14.5.3.4 One (1) set of DOJ approved handcuffs.
  - 10.14.5.3.5 At least one (1) less lethal force option, ex. Baton, taser, OC, etc.)
  - 10.14.5.3.6 One (1) field trauma kit with a tourniquet
  - 10.14.5.3.7 Any associated holsters for issued firearms, magazines, handcuffs, etc.
  - 10.14.5.3.8 The Employer will provide officers with a reasonable and reliable way to communicate with a professional police dispatch center. The preferred method will be a police radio linked to a dispatch center capable of reaching other allied law enforcement resources. If a radio is not used or issued, the Employer will take steps to ensure officers have a way of communicating with a professional dispatch center (e.g., cell phone).
- 10.14.6 *Replacement of Uniforms & Equipment*
- 10.14.6.1 The Employer will replace State-issued uniform or equipment items pursuant to the Department/Division policy.
  - 10.14.6.2 If an officer loses or damages any Employer-issued uniform or equipment in the performance of their duties and which is not caused by the officer's own negligence, the Employer shall replace the item at no cost to the officer.
- 10.14.7 *Personal Equipment*
- 10.14.7.1 Personal equipment that an officer chooses to use to supplement their Employer-provided equipment that is damaged in the course and scope of duty rather than through negligence may request that the Employer reimburse them for the cost of that equipment, up to a maximum of four hundred dollars (\$400) per incident.
  - 10.14.7.2 Officers may request reimbursement for damaged personal equipment to their Department/Division by submitting a report detailing the incident in which the equipment was damaged by the end of the shift in which the damage occurred.
- 10.14.8 *Retirement Badges & Identification Card*
- 10.14.8.1 In accordance with 18 U.S.C. § 926C and as established by the Law Enforcement Officer Safety Act (LEOSA)/HR 218, upon separation/retirement/resignation from the Employer,

an officer in good standing with a minimum of ten (10) years of creditable aggregate law enforcement service (State of Nevada or otherwise), will be entitled to receive a Qualified Retired Law Enforcement Officer (QRLEO) identification card at no cost to the officer. Such QRLEO credentials will be of a similar type to the Department's/Division's active duty issued credentials. These QRLEO credentials will also comply with the requirements of HR 218/LEOSA/18 U.S.C. § 926C. For the purposes of this Section, an officer is considered to be in good standing if at the time of separation/retirement/resignation they are:

- 10.14.8.1.1 Authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, or had statutory powers of arrest or apprehension under 10 U.S.C. § 807(b) (article 7(b) of the Uniform Code of Military Justice);
- 10.14.8.1.2 Qualified in firearms training for active law enforcement officers, as determined by the former agency of the individual or the state in which the individual resides and not less than one year before the date the individual is carrying the concealed firearm, been tested or otherwise found by the State or a certified firearms instructor that is qualified to conduct a firearms qualification test for active duty officers within that State to have met the active duty standards for qualification in firearms training, as established by the State, to carry a firearm of the same type as the concealed firearm; or if the State has not established such standards, standards set by any law enforcement agency within that State to carry a firearm of the same type as the concealed firearm; or, if the state has not established such standards, either a law enforcement agency within the state in which the individual resides or the standards used by a certified firearms instructor qualified to conduct a firearms qualification test for

- active-duty law enforcement officers within that state;
- 10.14.8.1.3 Not found by a qualified medical professional to be unqualified for reasons relating to mental health; and,
- 10.14.8.1.4 Not prohibited by federal law from receiving a firearm.
- 10.14.8.2 The QRLEO identification card will follow LEOSA standards as outlined in 18 U.S.C. § 926C (d) and will include:
  - 10.14.8.2.1 On the front of the card:
    - 10.14.8.2.1.1 A photograph of the officer,
    - 10.14.8.2.1.2 The officer's name,
    - 10.14.8.2.1.3 The language "Qualified Retired Law Enforcement Officer",
    - 10.14.8.2.1.4 The card's date of issue,
  - 10.14.8.2.2 On the back of the card:
    - 10.14.8.2.2.1 Language that states the officer's eligibility under 18 U.S.C. § 926C to carry a concealed firearm.
- 10.14.8.3 Separated/retired/resigned officers who have received a QRLEO identification card will be entitled to receive an updated QRLEO identification every five (5) years. Prior to issuing a replacement identification, the Employer may require the separated/retired/resigned officer to sign a waiver allowing an updated check into their criminal history. This criminal history check will only be to the extent necessary to ensure the separated/retired/resigned officer is still eligible to carry a concealed firearm under HR 218/LEOSA/18 U.S.C. § 926C.
- 10.14.8.4 The Employer agrees to provide a QRLEO identification card indefinitely for officers that separated/retired/resigned after 10 or more years of State of Nevada law enforcement service, regardless of new employment, provided they qualify for that identification card as determined by HR 218/LEOSA/18 U.S.C. § 926C. For officers that separated/retired/resigned from State service with less than 10 years of State of Nevada Law Enforcement service, the employer will only provide the QRLEO identification card indefinitely if that officer does not obtain employment as a full time permanent (non-probationary) sworn law



enforcement officer elsewhere including with any city, county or tribe in the State of Nevada and provided they qualify for that identification card as determined by HR 218/LEOSA/18 U.S.C. § 926C. Once that separated/retired/resigned officer with less than 10 years of State of Nevada Law Enforcement service is off probationary status with a new employing law enforcement agency as a sworn law enforcement officer, they will no longer be entitled to a QRLEO identification card even when employment with that new agency ends.

## **Article 11. Leave**

### **PART I – PAID LEAVE**

#### **11.1 ADMINISTRATIVE LEAVE**

- 11.1.1 The Employer has the right to place an officer on paid Administrative Leave.
- 11.1.2 An officer on paid Administrative Leave is required to be available to their supervisor during their leave.

#### **11.2 ANNUAL LEAVE**

- 11.2.1 Officers will retain and carry forward any eligible and unused Annual Leave accrued prior to the effective date of this Agreement. Carry forward of eligible and unused accrued Annual Leave shall be subject to a maximum balance of four hundred eighty hours (480).
- 11.2.2 Officers will be eligible to take Annual Leave after completion of six (6) months of continuous full-time service.
- 11.2.3 *Accrual*
  - 11.2.3.1 For each calendar month of full-time service, an officer is entitled to accrue Annual Leave at the following rate:
    - 11.2.3.1.1 Officers with zero (0) to nine (9) years of continuous service will accrue ten (10) hours of Annual Leave per month.
    - 11.2.3.1.2 Officers with ten (10) to fourteen (14) years of continuous service will accrue twelve (12) hours of Annual Leave per month.
    - 11.2.3.1.3 Officer with fifteen (15) or more years of continuous service will accrue fourteen (14) hours of Annual Leave per month.
- 11.2.4 *Annual Leave Usage*
  - 11.2.4.1 Officers must submit Annual Leave requests in writing using the approved method dictated by their

Department/Division. The Department/Division has the authority to approve or disapprove Annual Leave if business, operational, or customer service needs dictate such action.

*11.2.5 Annual Leave Cash Out*

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

**11.3 CATASTROPHIC LEAVE**

- 11.3.1 An officer may qualify for Catastrophic Leave if they or a member of their immediate family is affected by a serious illness, accident, or motor-vehicle crash which is life-threatening or which requires a lengthy convalescence, or there is a death of an immediate family member.
- 11.3.2 In addition to the above requirements, an officer must have exhausted all of their accrued Compensatory Time, Sick Leave, and Annual Leave. The officer must receive approval from their Appointing Authority, or the Appointing Authority's designee, or the State's Committee on Catastrophic Leave to be eligible for donations of leave. The maximum number of hours of Catastrophic Leave an officer can be approved to use in a calendar year is one thousand forty (1,040) hours.
- 11.3.3 An officer may donate to their specific employing Departmental/Divisional Catastrophic Leave Bank, if it has one, or directly to a specific Catastrophic Leave account for use by a specific officer in any branch of State service who is approved to receive Catastrophic Leave.

- 11.3.4 Officers are permitted to donate up to a maximum of one hundred twenty (120) hours of Annual Leave and/or Sick Leave each calendar year; however, the donating officer's Sick Leave balance cannot fall below two hundred forty (240) hours as a result of leave donation.

**11.4 CIVIL LEAVE (JURY DUTY)**

- 11.4.1 An officer who receives a summons to serve on a jury must notice the Employer of such summons as soon as practicable. If the officer must serve during a regularly scheduled workday the officer will be entitled to their regular hourly rate of pay for their regularly scheduled daily work hours and will be allowed to retain any compensation awarded by the court for jury service.

- 11.4.2 When an officer who is scheduled to work a shift other than day shift receives a summons to serve on a jury, the supervisor will modify the officer's work schedule according to one (1) of the alternative work schedules below:

- 11.4.2.1 Working Prior to Jury Duty Reporting Time

- 11.4.2.1.1 If the officer is assigned to the graveyard shift and is ordered to appear for jury duty the same day, the officer will be relieved of duty no less than eight (8) hours prior to their scheduled jury duty appearance time; or,

- 11.4.2.2 Working After Jury Duty Reporting Time

- 11.4.2.2.1 If the officer is assigned to the graveyard shift and is ordered to appear for jury duty the same day, the officer will have their tour of duty reporting time adjusted for the actual time spent serving jury duty. The officer will report late to the next shift the same number of hours spent serving jury duty. Officers will notify the on-duty supervisor of the number of hours needed for the shift adjustment as soon as they are released from their appearance in court.

- 11.4.3 In the event the officer serves for four (4) hours or more on the day of the officer's appearance for jury duty, including the officer's time going to and returning from the place where the court was held, the officer shall be relieved of duty for the entire shift.

- 11.4.4 Civil Leave may also be granted if an officer needs time away from work to vote and it is impractical to vote before or after their scheduled work shift.

- 11.4.5 No civil or criminal case in which the officer has a personal interest shall be covered by this Section of the Agreement.

**11.5 COMPENSATORY TIME**

11.5.1 As defined in Article 10, Compensation.

## **11.6 HOLIDAYS**

11.6.1 Officers will be provided the following non-working holidays per year:

11.6.1.1 New Year's Day - January 1

11.6.1.2 Martin Luther King, Jr.'s Birthday - Third Monday in January

11.6.1.3 Presidents' Day - Third Monday in February

11.6.1.4 Memorial Day - Last Monday in May

11.6.1.5 Juneteenth – June 19

11.6.1.6 Independence Day - July 4

11.6.1.7 Labor Day - First Monday in September

11.6.1.8 Nevada Day Observed - Last Friday in October

11.6.1.9 Veterans' Day - November 11

11.6.1.10 Thanksgiving Day - Fourth Thursday in November

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

11.6.1.12 Christmas Day - December 25

### *11.6.2 Holiday Pay*

11.6.2.1 When an authorized holiday falls on an officer's regularly scheduled workday and the officer is not required to work, the officer shall be paid at their regular hourly rate of pay for the hours equal to their regularly scheduled work shift. For example, if an officer works an 8-hour shift, they will get paid for 8 hours at their regular hourly rate of pay. If an officer works a 10-hour shift, they will get paid for 10 hours at their regular hourly rate of pay.

11.6.2.2 Officers will not accrue more than 40 hours during a holiday week without Department/Division approval, such as in overtime scenarios.

11.6.2.3 In instances when officers are unable to adjust their shift or day off because of Department/Division need, those officers will be authorized to claim "paid day off holiday" PDOH with prior approval (see 11.6.5.3 below).

11.6.2.4 During a holiday work week, an officer working an alternative or innovative schedule has the option of remaining on their current schedule or they may request to modify their schedule to complete a standard work week, subject to supervisor approval.

11.6.2.5 The Employer retains the right to modify an officer's daily work hours during holiday weeks to accommodate shift coverage and on duty personnel requirements.

### *11.6.3 Holiday Premium Pay*

11.6.3.1 Full-time officers who actually work on a designated holiday will be compensated at their regular hourly rate of pay for their regularly scheduled work hours as well as Holiday Pay for their regularly scheduled work hours.

*11.6.4 Holiday Observance Days*

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

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

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

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

11.6.4.5 The holiday for graveyard shift officers will be the same for all graveyard shift officers in a facility.

*11.6.5 Holiday Compensation Rules*

11.6.5.1 Part-time officers who begin employment before and remain employed after the designated holiday will be compensated in cash or Compensatory Time for the holiday in an amount proportionate to the time they were in pay status during the month prior to the holiday.

11.6.5.2 Full-time officers who are employed before the holiday and are in full pay status for eighty (80) non-Overtime or non-standby hours during the pay period, not counting the holiday, or are in pay status for the entire work shift preceding the holiday, will receive compensation for the holiday.

11.6.5.3 If a holiday falls on an officer's RDO and they are unable to observe the holiday per 11.6.4.2 or 11.6.4.3, the officer will receive PDOH for hours equal to their regularly scheduled shift.

11.6.5.4 Officers who resign, are dismissed, or are separated before a holiday will not be compensated for the holidays occurring after the effective date of the resignation, dismissal, or separation.

## **11.7 MILITARY LEAVE**

11.7.1 Officers who are assigned a work shift or work schedule that does not regularly include working on Saturday or Sunday, excluding Overtime, will be entitled to paid Military Leave, not to exceed the hours equivalent to fifteen (15) working days during each twelve (12) month period.

11.7.2 Officers who are assigned a work shift or work schedule that regularly includes working on Saturday or Sunday will be entitled to paid Military Leave, not to exceed the hours equivalent to twenty-four (24) working days during each twelve (12) month period.

11.7.3 The twelve (12) month period will begin on the day the officer has orders to report to a military base in order to fulfill their required military duty obligation, or to take part in training or drills, including those in the National Guard or state active status.

11.7.4 Officers will provide a copy of any orders for military duty to their Departmental/Divisional Human Resources Office.

11.7.5 An officer returning to State service after extended Military Leave will be reinstated according to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

## **11.8 SICK LEAVE**

### *11.8.1 Accrual*

11.8.1.1 A full-time officer in continuous full-time service, excluding Overtime, will accrue ten (10) hours of Sick Leave per month.

### *11.8.2 Carry Forward & Transfer*

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

### *11.8.3 Sick Leave Use*

- 11.8.3.1 Sick Leave will be charged in real time and may be used for the following reasons:
  - 11.8.3.1.1 Time away from work due to a personal illness, injury, or medical disability that prevents the officer from performing their job.
  - 11.8.3.1.2 Time away from work to attend personal medical or dental appointments.
  - 11.8.3.1.3 Time away from work to care for family members as allowed under the Family & Medical Leave Act (FMLA). Family member is defined to include:
    - 11.8.3.1.3.1 Child.
    - 11.8.3.1.3.2 Biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an officer or the officer's spouse or registered domestic partner, or a person who stood in loco parentis when the officer was a minor child.
    - 11.8.3.1.3.3 Spouse.
    - 11.8.3.1.3.4 Registered domestic partner.
    - Grandparent.
    - 11.8.3.1.3.5 Grandchild.
    - 11.8.3.1.3.6 Sibling.
  - 11.8.3.1.4 Time away from work due to exposure of the officer to contagious disease when attendance at work would jeopardize the health of others.
  - 11.8.3.1.5 Time away from work due to an officer's place of business being closed by order of a public official or for any health-related reason, or when an officer's child's school or place of care has been closed for such a reason.
  - 11.8.3.1.6 Time away from work to attend preventive health care appointments of household members, up to one (1) day for each occurrence, if arranged in advance with the Department/Division.
  - 11.8.3.1.7 Time away from work to attend medically related interdisciplinary meetings necessary





Reprimand when evidence of Sick Leave abuse exists and/or for excessive use of Sick Leave pursuant to the Departmental/Divisional Penalties & Prohibitions.

- 11.8.7.3 When a supervisor suspects Sick Leave abuse, they will notice the officer of such suspicions. The officer will be given specific reasons for the supervisor's suspicion and may be required to provide a written medical certificate for any Sick Leave absence.
- 11.8.7.4 If the supervisor continues to suspect abuse of Sick Leave, the officer may be subject to the progressive disciplinary process under Article 19, Discipline.
- 11.8.7.5 The Employer will not adopt or enforce any policy that counts the use of Sick Leave for an authorized purpose as an absence that may lead to or result in discipline. An authorized purpose is Sick Leave used in accordance with the terms and conditions of this Agreement and Department/Division policy. The Employer will not discriminate or retaliate against an officer for the use of Sick Leave.

## **11.9 UNION LEAVE**

11.9.1 See Article 25, Union Activities.

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

### *11.10.1 General Provisions*

- 11.10.1.1 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 11.10.1.2 This Section shall not be construed as an exhaustive representation of the Employer's Workers' Compensation policies and procedures.
- 11.10.1.3 If an officer incurs a work-related injury or illness the officer must notify their supervisor immediately. Within seven (7) days of the work-related incident, the officer must complete the C-1 Notice of Injury or Occupational Disease form.
- 11.10.1.4 Officers are expected to seek treatment for any work-related injury or illness immediately, or as soon as practicable after the occurrence. A listing of designated medical providers for work-related injury or illness is available on the Risk Management website. The treating physician will submit a C-4 Physician's Report of Initial Treatment form to the Employer's Workers' Compensation Administrator.

- 11.10.1.5 The officer's supervisor is responsible for submitting the C-3 Employer's Report of Industrial Injury or Occupational Disease form to the Workers' Compensation Administrator within six (6) working days of notice of the incident.
- 11.10.1.6 Work-related injury or illness claims are adjudicated by a third-party Workers' Compensation Administrator. For more information on the Workers' Compensation process or claims administration, officers may contact the Workers' Compensation Administrator directly.
- 11.10.1.7 The Employer will abide by Federal and State law regarding work-related injury and illness.

*11.10.2 Compensable Work-Related Injury or Illness Leave*

- 11.10.2.1 An officer who sustains a work-related injury or illness that is adjudicated by the Workers' Compensation Administrator as compensable under the State workers' compensation law and must be away from work as a result of that work-related injury or illness, may select Temporary Total Disability (TTD) compensation exclusively, or paid leave payments in addition to TTD.
- 11.10.2.2 An officer who chooses to take paid leave during a period in which they receive TTD compensation will receive full paid leave pay in addition to any TTD payments, unless the officer is receiving assault benefit compensation equal to full pay.

*11.10.3 Return-to-Work*

- 11.10.3.1 The Employer will follow the provisions of State law and Department/Division policy related to a Return-to-Work Program. The Department/Division will attempt to find opportunities, if available, for modified duty that can be offered to officers participating in the Return-to-Work Program.
- 11.10.3.2 Officers suffering from a work-related injury or illness may be allowed to adjust their schedules to attend any needed therapy or follow-up medical appointments.

**11.11 PERSONAL LEAVE – PAID**

- 11.11.1 Full time officers shall be credited with the hours equal to their regularly scheduled work shift for two (2) Personal Leave days each calendar year regardless of hire date.
- 11.11.2 Personal Leave may be used on the same basis as Annual Leave except that Personal Leave must be used in full day increments.
- 11.11.3 If an officer transfers from a position covered under this Agreement into another position covered under this Agreement, any credited and unused Personal Leave Days shall transfer with the officer.

- 11.11.4 An officer who transfers or promotes into a position not covered under this Agreement shall forfeit any credited and unused Personal Leave upon transfer.
- 11.11.5 Personal Leave will expire on December 31 each calendar year. Personal Leave may not be carried over from one calendar year to the next and has no cash value upon separation from State service.

## **PART II – UNPAID LEAVE**

### **11.12 BENEFITS RELATING TO DOMESTIC VIOLENCE**

- 11.12.1 An officer, 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 officer may request the use of Compensatory Time, Annual Leave, Sick Leave, or LWOP during the one hundred sixty (160) hours of time away from work.
- 11.12.2 An officer may use the time away from work related to domestic violence to:
  - 11.12.2.1 Obtain a diagnosis, care, or treatment of a related health condition; and/or,
  - 11.12.2.2 Obtain counseling or assistance; and/or,
  - 11.12.2.3 Participate in any related court proceedings; and/or,
  - 11.12.2.4 Establish a safety plan.
- 11.12.3 A Department/Division will provide accommodations, such as relocation of workspace or duty location, modification of a work schedule, or a new work telephone number, to an officer who is a victim of an act of domestic violence or whose family or household member is a victim of domestic violence, unless an accommodation would pose an undue hardship on the Department/Division.

### **11.13 BEREAVEMENT LEAVE**

- 11.13.1 Officers are allowed time away from work for up to five (5) working days for Bereavement Leave. Leave for bereavement applies to the family member list as described under the Sick Leave Section of this Article, and for a relative.
- 11.13.2 Officers may use Sick Leave during their time away from work for bereavement.
- 11.13.3 In the event an officer needs greater than the five (5) days allowed for Bereavement Leave, they must communicate that need and have it approved by their Department/Division.

**11.14 FURLOUGH LEAVE**

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

**11.15 LEAVE WITHOUT PAY (LWOP)**

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

**11.16 LEAVE OF ABSENCE WITHOUT PAY**

11.16.1 A leave of absence without pay may be approved for up to one (1) year by a Department/Division head, or designee, for any satisfactory reason. The Personnel Commission, upon recommendation of the Department/Division head, or designee, may grant a leave of absence without pay in excess of one (1) year, for a purpose deemed beneficial to public service.

11.16.2 A leave of absence will be granted for an officer to accept a position in the Legislative Branch during regular or special session of the Legislature if they are in a classified position.

**11.17 FAMILY & MEDICAL LEAVE**

11.17.1 Consistent with the Federal Family & Medical Leave Act of 1993 (FMLA) and any amendments thereto, and the Nevada State Family Leave Act (NFLA), an officer who has worked for the Employer for at least twelve (12) months and has been in full paid status, excluding paid leave, for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of time away from work under the FMLA in a twelve (12) month period for one or more of the following reasons:

11.17.1.1 Time away from work for the birth of and to care for a newborn child, or placement for adoption or foster care of a child, and to care for that child.

11.17.1.2 Time away from work due to an officer's own serious health condition that requires their absence from work.

11.17.1.3 Time away from work to care for a spouse, child, stepchild, adopted, or foster child, parent, or registered domestic partner, who suffers from a serious health condition that requires on-site care or supervision by the officer.

11.17.1.4 Time away from work for a qualifying exigency when the officer's spouse, child, stepchild, adopted, or foster child of any age, or parent is on active duty or called to active-duty status of the Armed Forces, Reserves, or National Guard for

deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternate childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post- deployment reintegration briefings.

- 11.17.2 Eligible officers may take up to twenty-six (26) workweeks of time away from work in a single twelve (12) month period to care for a covered service member or veteran who is suffering from a serious injury or illness incurred while deployed on active duty, provided that covered service member or veteran is the officer's spouse, child, stepchild, adopted or foster child of any age, parent, or next of kin.
- 11.17.3 During a single twelve (12) month period where an officer takes time away from work to care for a family member in the military, the officer may only take a combined total of twenty-six (26) weeks of time away from work for being a military caregiver and time away from work for any other FMLA qualifying reasons.
- 11.17.4 The single twelve (12) month period to care for a covered service member or veteran begins on the first day the officer must be absent from work for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA covered time off.
- 11.17.5 Entitlement to time away from work for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the adopted or foster child.
- 11.17.6 The FMLA entitlement period will be a rolling twelve (12) month period measured from the date an officer begins their FMLA covered absence. Each time an officer takes time away from work during the twelve (12) month period for their FMLA approved reason, the time will be subtracted from the available allotment of twelve (12) workweeks.
- 11.17.7 The Employer will continue the officer's existing Employer-paid health insurance, life insurance, and disability insurance benefits during the period of time away from work covered by the FMLA. The officer will be required to pay their share of health insurance, life insurance, and disability insurance premiums.
- 11.17.8 The Employer has the authority to designate absences that meet the criteria as FMLA covered time away from work.
- 11.17.9 Officers may use paid leave while away from work for an FMLA qualifying event. The use of any paid or unpaid leave for an FMLA qualifying event will run concurrently with, not in addition to, the use of twelve (12) workweeks of FMLA covered time away from work for that event. Any officer using paid leave for an FMLA qualifying event must follow the notice and certification requirements relating to that

form of paid leave as stated in this Article. The Employer may require certification from the officer's, family member's, or the covered service member's health care provider for the purpose of qualifying for time away from work under the FMLA.

- 11.17.10 The Employer will use forms designated by the United States Department of Labor (US DOL) in the administration of the FMLA.
- 11.17.11 Time away from work for an officer's or a family member's serious health condition, serious injury, or illness covered under the FMLA may be taken intermittently when certified as medically necessary.
- 11.17.12 Officers must make reasonable efforts to schedule time away from work for planned medical treatment so as not to unduly disrupt the Employer's operations. Absence due to qualifying exigencies may also be taken on an intermittent basis.
- 11.17.13 Upon returning to work after the officer's own serious health condition, the officer will be required to provide a fitness for duty (FFD) certificate from their treating health care provider.
- 11.17.14 The officer will provide the Employer with not less than thirty (30) days' notice before any absence under the FMLA is to begin. If the need for time away from work is unforeseeable thirty (30) days in advance, then the officer will provide such notice as is reasonable and practicable.
- 11.17.15 Definitions used in this Section will be in accordance with the FMLA. The parties recognize that the US DOL is working on further amendments to the FMLA. The Employer and the officers will comply with existing and any adopted federal FMLA regulations and/or interpretations.

**11.18 MILITARY LEAVE - UNPAID**

- 11.18.1 Officers 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.
- 11.18.2 An officer returning to State service after extended Military Leave, paid or unpaid, will be reinstated according to the USERRA.

## **Article 12. Workplace Environment**

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

**12.2 APPEARANCE**

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

**12.3 SECONDARY EMPLOYMENT**

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

## **Article 13. Performance Evaluation**

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

**13.7 COACHING & COUNSELING**

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

**13.8 LETTERS OF INSTRUCTION**

- 13.8.1 Letters of Instruction are used as a tool designed to serve as a way for the Employer to provide an officer with information and instruction or training to correct behavior or performance deficits.
- 13.8.2 Letters of Instruction are non-punitive; however, they may be used to establish documentation that an officer has been made aware of their responsibility with regard to a particular set of circumstances.
- 13.8.3 Letters of Instruction may be issued by the supervisor(s) or lead worker(s) responsible for the officer’s activities.
- 13.8.4 A copy of any Letter of Instruction will be provided to the officer and will be filed in the Supervisor File and the officer’s Departmental/Divisional Personnel File.

**13.9 PERFORMANCE IMPROVEMENT PLAN (PIP)**

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

**13.10 PERFORMANCE EVALUATION REVIEW**

- 13.10.1 In the event an officer disagrees with an annual performance evaluation, the officer 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 officer's Department/Division to assess the request. A copy of the Reviewing Officer's decision will be provided for the officer. A permanent officer who disagrees with the Reviewing Officer's decision may file a grievance under Article 20, Grievance Procedure.

- 13.10.2 Completed performance evaluations will be filed in the officer's Departmental/Divisional Personnel File and the Employer's Central Records Personnel File.
- 13.10.3 In all cases in which written documentation is created regarding an officer, the officer shall have those rights afforded to them under NRS 289.

## **Article 14. Training & Professional Development**

### **14.1 GENERAL PROVISIONS**

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

### **14.2 MANDATORY TRAINING**

- 14.2.1 Officers are required to complete mandatory training courses as specified in the Employer's or their Department's/Division's policies, Administrative Regulations, Standing Orders, and directives, and within the timelines outlined. Departments/Divisions will give officers time during their regularly scheduled workday to complete mandatory training.
- 14.2.2 The Employer will provide access for all officers to all mandatory training courses via online programs, in-person classes, or independent study courses.
- 14.2.3 Mandatory training courses include but are not limited to: Drug & Alcohol Awareness; Defensive Driving; Sexual Harassment & Discrimination; and, Whistleblower Protections.
- 14.2.4 The Employer and all Departments and Divisions will make reasonable attempts to schedule any Employer-required training during the officer's regular work shift.
- 14.2.5 Attendance at Employer-required training will be considered time worked in accordance with Article 10, Compensation.
- 14.2.6 Absent extenuating circumstances, failure to successfully complete mandatory training may subject an officer to disciplinary action.

### **14.3 SPECIALIZED MANDATORY TRAINING**

- 14.3.1 Based upon an officer's job classification, they may also be required to complete specialized mandatory training courses provided by the Employer and the Department/Division.
- 14.3.2 Specialized mandatory training pursuant to the Employer's, Department's, Division's, or Nevada POST requirements includes but is not limited to safety-related training; equipment operation training; firearms training; qualifications and maintenance; and, Internet security awareness training.
- 14.3.3 Prior to performing safety-related functions, officers will be required to attend training on the proper performance of those functions in accordance with Article 9, Safety & Health.
- 14.3.4 Training and officer development opportunities outside of mandatory training courses may be provided within available resources.
- 14.3.5 Absent extenuating circumstances, failure to successfully complete specialized mandatory training may subject an officer to disciplinary action up to and including dismissal.

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

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

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

- 14.5.1 Some officers covered under this Agreement may be required to maintain professional certifications or licensure according to their job classification and federal and state law.
- 14.5.2 Continuing education courses are an allowable expense; however, continuing education courses for the sole purpose of renewing professional certification or licensure are not an allowable expense under the State Administrative Manual (SAM). Officers 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.

14.5.3 Attendance at continuing education courses are considered work time in accordance with Article 10, Compensation. Departments/Divisions will work with an officer where possible to allow for a flexible schedule for attendance at approved continuing education courses.

14.5.4 Professional certification or licensure costs for officers whose job classifications require such are not an allowable expense under SAM.

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

14.6.1 Officers 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 officers and attendance may be approved by Departments/Divisions based upon an officer's request to attend, the relevance of the opportunity to their job classification, operational needs, and available resources.

14.6.2 Officers must submit a standardized Employer approved request form to attend external training or professional development using the process designated by the Employer and their Department/Division.

14.6.3 Following an officer's submission of the standardized request form, the officer's Department/Division will approve or disapprove requests for external training or professional development as soon as practicable, but not later than thirty (30) calendar days following the date of the request. Departments/Divisions will work with an officer where possible to allow for a flexible schedule for attendance at approved external training and professional development opportunities.

## **14.7 PROFESSIONAL ASSOCIATION DUES**

14.7.1 Professional association dues for individual State officers are not an allowable expense under SAM.

## **14.8 TRAINING RECORDS**

14.8.1 The Employer may maintain records of successful completion of all training courses. In addition, officers are responsible for keeping records of successful completion of all training courses.

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

14.9.1 The Employer and the Union agree that training for managers, supervisors, Union Representatives, and Union Staff Representatives responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current Union Staff Representatives and Union Representatives, and the Employer will provide training to managers and supervisors on this Agreement.

- 14.9.2 The Union will present the training to current Union Representatives within each bargaining unit. The training will last no longer than one (1) workday, up to ten (10) hours, per the duration of this Agreement.
- 14.9.3 The training will be considered time worked for those Union Representatives who attend the training during their scheduled work shift. Union Representatives who attend the training during their non-work hours will not be compensated.
- 14.9.4 Scheduling of CBA training will not interfere with an officer's regular duties and the parties will take this into account when agreeing on the date, time, number, and the names of the Union Representatives and Union Staff Representatives attending each CBA training.

**14.10 TUITION REIMBURSEMENT**

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

## **Article 15. Alcohol, Drug, & Tobacco-Free Workplace**

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

**15.3 EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 15.3.1 The Employer offers an EAP to all officers.
- 15.3.2 An officer who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the EAP.

**15.4 TOBACCO-FREE WORKPLACE**

- 15.4.1 The Employer, the Union, and officers will comply with the requirements set forth in the Nevada Clean Indoor Air Act (NCIAA).

- 15.4.2 Vaping or smoking on State of Nevada premises or in State-owned vehicles is strictly prohibited outside of designated areas.
- 15.4.3 Officers who wish to receive resources on smoking and tobacco cessation should visit [www.nevadatobaccoquitline.com](http://www.nevadatobaccoquitline.com).

## **Article 16. Remote Work**

- 16.1 The Employer and the Union agree that officers are expected to report to their officially assigned work or duty stations ready to work each scheduled workday. The parties agree that an officer's assigned duty station may be changed to remote from their usually assigned duty station. The parties agree that some job classifications are not conducive to working away from an assigned work or duty station and therefore will not be eligible for remote work or telework.
- 16.2 If a Department/Division has a remote work or telework policy and an officer wishes to work remotely, they must request approval from the Employer through their Department/Division and complete any required remote or telework paperwork. Officers permitted to work remotely are subject to the policies and procedures of the Employer, the Department, and/or the Division.
- 16.3 If an officer is permitted to work remotely, they will be working their specified remote work schedule at a mutually agreed upon alternate worksite that is away from their official duty station pursuant to their Employer's, Department's, or Division's policies and procedures.
- 16.4 The parties also understand that circumstances arise that may change the working conditions and working locations for some officers. In the interest of continuing operations for the Employer, Department, and/or Division, working remotely may be available as an alternative to reporting to an officer's official duty station.
- 16.5 Permission to work remotely can be rescinded at any time at the discretion of the Employer, through the Department/Division.
- 16.6 This Article is not subject to Article 20, Grievance Procedure.

## **Article 17. Reasonable Accommodation**

- 17.1 The Employer and the Union will comply with all relevant Federal and State laws, regulations, and executive orders providing reasonable accommodations to qualified individuals with disabilities.
- 17.2 The Americans with Disabilities Act of 1990 (ADA) and the ADA Amendments Act of 2009 (ADAAA) are civil rights acts prohibiting discrimination against individuals with disabilities in employment, public services, transportation, public accommodations, and telecommunications. These acts provide a clear and comprehensive national mandate for the elimination of discrimination.
- 17.3 Under the ADA, employment decisions must be based on an officer's ability to perform the essential functions of their position with or without reasonable accommodation. "Reasonable accommodation" means any change or adjustment to

a job or work environment that permits a qualified officer with a disability to perform the essential functions of a job or enjoy the benefits and privileges of employment equal to those enjoyed without disabilities, without creating an undue hardship on the Employer.

- 17.4 An officer who believes that they have a disability and require a reasonable accommodation to perform the essential functions of their position or access the benefits and privileges of employment may request such an accommodation by submitting a request to their Departmental/Divisional Human Resources Office or their Departmental/Divisional ADA Coordinator.
- 17.5 The Departmental/Divisional Human Resources Office or ADA Coordinator will acknowledge receipt of the request for reasonable accommodation and will begin the interactive process as defined in the ADA and the ADAAA with the officer as soon as practicable, but not later than thirty (30) calendar days from the date of the request for accommodation.
- 17.6 An officer requesting accommodation must cooperate with their Departmental/Divisional Human Resources Office or ADA Coordinator in discussing the need for and possible form of any accommodation and may be asked to provide further relevant medical documentation. The Departmental/Divisional Human Resources Office or ADA Coordinator may request that the officer obtain an independent medical examination (IME), at the Employer's expense, if any medical documentation is insufficient or if an accommodation opportunity has been identified for which the officer may qualify.
- 17.7 All medical information disclosed to the Employer will be kept confidential.
- 17.8 In the event the Departmental/Divisional Human Resources Office or ADA Coordinator has identified that all possible reasonable accommodation avenues have been exhausted within the Department/Division, as well as Employer-wide, the officer may be separated from service, or if eligible, offered the opportunity to exercise their right to a Disability Retirement with the Public Employees' Retirement System of Nevada (PERS), as outlined in Article 23, Separation from Service.

## **Article 18. Legal Representation**

- 18.1 If an officer is in the course and scope of their employment and is performing their prescribed and authorized work duties, the Employer shall:
- 18.1.1 If a civil action is served upon any such officer, pursuant to NRS 41.0339, the Employer shall provide for the defense, including the defense of crossclaims and counterclaims, of any present or former officer in any civil action brought against that person based on any alleged act or omission relating to the person's public duties or employment if:
- 18.1.1.1 Within fifteen (15) days after service of a copy of the summons and complaint or other legal document

commencing the action, the officer submits a written request for defense:

18.1.1.1 To the Attorney General; or,

18.1.1.2 To the head of the officer's Department/Division and the Attorney General; and,

18.1.1.2 The Attorney General has determined that the act or omission on which the action is based appears to be within the course and scope of public duty or employment and appears to have been performed or omitted in good faith.

18.2 If the Attorney General determines that it is impracticable, uneconomical, or could constitute a conflict of interest for the legal service to be rendered by the Attorney General or Deputy Attorney General, special counsel will be employed.

18.3 Pursuant to NRS 41.03455, at any time after a written request for defense is submitted to the Attorney General, the officer requesting the defense may employ their own counsel to defend the action. At that time, the State is excused from any further duty to represent the officer and is not liable for any expenses in defending the action, including court costs and attorney's fees.

18.4 Pursuant to NRS 41.0346, the Attorney General may seek to withdraw as the attorney of record for an officer if new facts, mistake of fact, or misrepresentation of fact is discovered that would have altered the decision to tender defense; if any fact is discovered that the officer's conduct was not within the course and scope of their duties or was wanton and malicious; if the officer fails to cooperate in good faith with the defense of the case.

18.5 An officer in this circumstance may be in a regular pay status or on a paid or unpaid leave status, as applicable, during any meetings, interviews, depositions, court hearings, or other duties affiliated with the defense process as it applies to this Article.

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

## **Article 19. Discipline**

19.1 The purpose of this Article is to provide for an equitable and expeditious manner in the application of disciplinary action. The Appointing Authority, or designee, will not discipline any officer without just cause. Discipline is supported by just cause when it is not for any arbitrary, capricious, or illegal reason, and which is

one based upon facts supported by substantial evidence and reasonably believed by the Employer to be factual.

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

### **19.3 PEACE OFFICERS BILL OF RIGHTS**

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

### **19.4 PROGRESSIVE DISCIPLINE**

- 19.4.1 The Employer and the Union agree that, except in cases of serious violations of law, regulations, or policy, a progressive disciplinary model will be used for discipline of bargaining unit officers and may be practiced by less severe measures being applied first, followed by progressively more severe measures if the officer's conduct or performance deficits continue.
- 19.4.2 Disciplinary action may be issued for, but is not limited to, the following:
- 19.4.2.1 Any act of commission and/or omission that constitutes misconduct.
  - 19.4.2.2 Any activity that is incompatible with an officer's conditions of employment codified by statute, regulation, standard, or Employer policy.
  - 19.4.2.3 Any violation of Federal or State law, Department/Division policy, rule, regulations, procedure, directive, standing order, grant requirement, or agreement.
  - 19.4.2.4 Failure of an officer to abide by the standards of ethical conduct that is identified in State law or Department/Division policy.
- 19.4.3 Progressive disciplinary action includes the following, in order of severity:
- 19.4.4 *Documented Oral Warnings*
- 19.4.4.1 When instruction and training have not resulted in the change in behavior or performance that is desired, an Oral



Warning is typically the first level in the progressive disciplinary process.

19.4.4.2 An Oral Warning is documentation, confirmed in writing, that behavior or performance is inappropriate, and the officer was notified. A copy of the Oral Warning will be filed in the Supervisor File if one is maintained.

19.4.4.3 This level of discipline may be skipped when the seriousness of the officer's behavior and/or performance warrants a higher level of discipline on a first offense.

19.4.4.4 Oral Warnings are not subject to grievance under Article 20, Grievance Procedure; however, an officer may provide written comment to the Oral Warning and may request a review meeting with their supervisor or manager.

*19.4.5 Written Reprimand*

19.4.5.1 Typically, the second level in the disciplinary process, a Written Reprimand is used when previous corrective and disciplinary action has not produced the appropriate change in behavior or performance or when the seriousness of a first offense warrants a higher level of discipline.

19.4.5.2 Written Reprimands will be issued using the NPD-52 Written Reprimand form.

19.4.5.3 A copy of the executed, signed, and/or acknowledged Written Reprimand will be provided to the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

19.4.5.4 An officer shall not be disciplined for refusing to sign a Written Reprimand. The supervisor will simply note "officer refused to sign". Refusal to sign or acknowledge a Written Reprimand does not negate the disciplinary action.

19.4.5.5 An officer may grieve the receipt of a Written Reprimand by filing a grievance under Article 20, Grievance Procedure, within fifteen (15) working days of receipt of the Written Reprimand; however, such a grievance must end at Step 3 as defined within the Grievance Procedure.

*19.4.6 Suspension from Duty Without Pay*

19.4.6.1 When previous corrective and disciplinary action have not produced the appropriate change in behavior or performance or due to the seriousness of a first offense, a suspension from duty without pay may be used as a form of discipline.

19.4.6.2 The Employer shall not suspend an officer without pay during or pursuant to an investigation conducted by the

Employer until all investigations relating to the matter have concluded.

- 19.4.6.3 A suspension from duty without pay will be issued using the HR-41 Specificity of Charges form.
- 19.4.6.4 A suspension from duty without pay will not exceed thirty (30) calendar days.
- 19.4.6.5 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided for the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 19.4.6.6 Suspension from duty without pay may either be grieved under Article 20, Grievance Procedure within fifteen (15) working days from the effective date of the suspension from duty without pay or appealed to the Nevada State Personnel Commission for review by a Hearing Officer, within ten (10) working days in accordance with NRS 284.390.
- 19.4.6.7 Once an officer has properly filed a grievance under either Article 20, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.
- 19.4.6.8 A grievance of a suspension from duty without pay will begin at Step 4 under Article 20, Grievance Procedure.

*19.4.7 Demotion*

- 19.4.7.1 Demotion occurs after other forms of discipline have not produced the appropriate change in behavior and when the officer's behavior is particularly egregious, a demotion to a lower class may be used as a form of discipline.
- 19.4.7.2 A demotion will be issued using the HR-41 Specificity of Charges form.
- 19.4.7.3 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided for the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.
- 19.4.7.4 Demotion may either be grieved under Article 20, Grievance Procedure, within fifteen (15) working days from the effective date of the demotion or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390.

19.4.7.5 Once an officer has properly filed a grievance under either Article 20, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

19.4.7.6 A grievance of a demotion will begin at Step 4 under Article 20, Grievance Procedure.

*19.4.8 Dismissal from Service*

19.4.8.1 Dismissal from service occurs after other forms of discipline have not produced the appropriate change in behavior or the officer's behavior is particularly egregious.

19.4.8.2 A dismissal from State service will be issued using the HR-41 Specificity of Charges form.

19.4.8.3 A copy of the executed, signed, and/or acknowledged HR-41 Specificity of Charges form will be provided to the officer and will be placed in the Supervisor File if one is maintained, the officer's Departmental/Divisional Personnel File, and will be forwarded to the appropriate Central Records Unit.

19.4.8.4 Dismissal from service may either be grieved under Article 20, Grievance Procedure, within fifteen (15) working days from the effective date of the dismissal or appealed to the Nevada State Personnel Commission for review by a Hearing Officer within ten (10) working days, in accordance with NRS 284.390.

19.4.8.5 Once an officer has properly filed a grievance under either Article 20, Grievance Procedure, or NRS 284.390, they may not proceed in the alternative manner.

19.4.8.6 A grievance of a dismissal from service will begin at Step 4 under Article 20, Grievance Procedure.

**19.5 INVESTIGATIONS**

19.5.1 The Appointing Authority, or designee, has the authority to conduct internal administrative investigations into officer conduct that could lead to disciplinary action. The Appointing Authority, or designee, also has the authority to determine the method of conducting those investigations and will ensure that the method is fair and impartial.

19.5.2 An officer who is the subject of an internal administrative investigation will receive a completed copy of the HR-32 Notice of Officer Rights During an Internal Investigation within thirty (30) calendar days of the Appointing Authority, or designee, becoming aware, or reasonably should have become aware, of the conduct that led to the investigation of an allegation against the officer. The notice must be provided before the officer is questioned regarding the allegations.

19.5.3 The notice provided to the officer who is the subject of the investigation must include:

- 19.5.3.1 A description of the nature of the investigation;
  - 19.5.3.2 A summary of alleged misconduct of the officer;
  - 19.5.3.3 The date, time, and place of the interview or hearing;
  - 19.5.3.4 The name and rank of the officer in charge of the investigation and the officers who will conduct any interview or hearing;
  - 19.5.3.5 The name of any other person who will be present at any interview or hearing; and,
  - 19.5.3.6 A statement setting forth the provisions of subsection 1 of NRS 289.080.
- 19.5.4 The officer must be afforded the right to have a lawyer or any other representative of the officer's choosing present at any time that the officer is questioned regarding the allegations, including without limitation, a lawyer, a representative of any labor union, or another peace officer.
- 19.5.5 An internal administrative investigation that could lead to disciplinary action against an officer and any determination made as a result of such an investigation must be completed and the officer notified by way of an HR-41 within ninety (90) calendar days after the officer is provided notice of the allegations.
- 19.5.6 If the Appointing Authority, or designee, cannot complete the investigation and make a determination within ninety (90) calendar days after the officer is provided notice of the allegations pursuant to HR-32, the Appointing Authority, or designee, may request an extension of not more than sixty (60) calendar days from the DHRM Administrator upon a showing of good cause for the delay and that the extension is needed to complete the investigation, make a determination, and notify the officer of any possible discipline. No further extensions may be granted unless approved by the Governor. The decision to grant or deny an extension of time is not subject to separate grievance or review.
- 19.5.7 If the Appointing Authority does not make a determination about discipline within ninety (90) days after the officer is provided notice of the allegations, or within any extended time period approved pursuant to this Article and Nevada law, the Appointing Authority shall not take disciplinary action against the officer pursuant to NRS 284.385 upon which the allegations are based.
- 19.5.8 At the conclusion of any investigation, the Appointing Authority, or designee, will determine whether the officer committed misconduct, whether disciplinary action is appropriate, and what level of discipline to impose. In determining the level of discipline to impose, the Appointing Authority, or designee, shall consider progressive discipline and the seriousness of the offense.

- 19.5.9 If the Appointing Authority, or designee, elects not to take disciplinary action, or if allegations related to an investigation do not result in disciplinary action, the officer will be provided with a notice that any investigation is complete and that no disciplinary action will be imposed. The officer shall not be entitled access to the file of the disciplinary investigation unless disciplinary action was imposed.

## **19.6 PRE-DISCIPLINARY REVIEW**

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

or demoted before the proposed effective date set forth in the HR-41. The waiver does not waive the officer's right to file a grievance or appeal after the action is taken.

- 19.6.3.3 The Appointing Authority, or designee, shall conduct the Pre-Disciplinary Review. Any designated representative must be a person with the authority to recommend a final decision to the Appointing Authority. The Appointing Authority, or designee, shall render the final decision.
- 19.6.3.4 The officer may request Administrative Leave with pay for up to eight (8) hours to prepare for a Pre-Disciplinary Review regarding a suspension, demotion, or dismissal.
- 19.6.3.5 This process is an informal proceeding between the Appointing Authority, or designee, and the officer and their representative(s), who meet together to discuss the proposed disciplinary action. The officer will be given an opportunity to rebut the allegations against them and provide mitigating information. Witnesses are not allowed to attend.
- 19.6.3.6 The officer may respond both orally and in writing to the Pre-Disciplinary Review.
- 19.6.3.7 The officer must be:
  - 19.6.3.7.1 Given a copy of the finding or recommendation, if any, resulting from the Pre-Disciplinary Review; and,
  - 19.6.3.7.2 Notified in writing of the Appointing Authority's, or designee's, decision regarding the proposed action on or before the effective date of the action. The effective date of the action is the first day the disciplinary action takes effect. If the Appointing Authority cannot provide such a decision on or before the proposed effective date, the proposed effective date will be extended to allow for the Appointing Authority to complete the decision-making process and the officer will be notified of the final effective date.

## **19.7 CONFIDENTIALITY**

- 19.7.1 Officers 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.

## **19.8 COMPLETE ACTION**

- 19.8.1 The Employer and the Union agree that once discipline and/or an investigation is administered and satisfied, an officer shall not be

subjected to any further investigation, or subject to discrimination or retaliation related to the underlying event.

19.8.2 Expired disciplinary action, pursuant to Article 7—Officer Records Management, 7.9/Section 9, shall not be considered for suitability for transfer or promotional opportunities.

## **19.9 OFF-DUTY CONDUCT**

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

19.9.2 If an officer covered under this Agreement has any off-duty, official contact with a law enforcement officer or agency as the subject of an investigation or receives a citation for traffic violations while driving a State-owned vehicle, they will report such to their immediate supervisor as soon as practicable, but not later than forty-eight (48) hours.

## **Article 20. Grievance Procedure**

20.1 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 officers 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 problem resolution.

20.2 “Grievance” means an act, omission, or occurrence which a permanent classified officer feels constitutes an injustice relating to any condition arising out of the relationship between the Employer and the officer, including, but not limited to, compensation, officer’s working hours, officer’s working conditions, membership in the Union, the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the officer’s employment, imposition of discipline, or other adverse personnel actions.

20.3 The term “grievance” does not include any dispute for which a hearing and/or remedy is provided by Federal or State law through other administrative processes. For example, there are specific avenues outside of the grievance process to address the following:

20.3.1 Allegations of discrimination or sexual harassment must be reported or otherwise addressed through the process outlined in Article 2, Unlawful Discrimination.

20.3.2 A change in classification or the allocation of positions (NRS 284.165).

20.3.3 Refusal to examine or certify an applicant for an open position (NRS 284.245).

20.3.4 A denial of Catastrophic Leave (NRS 284.3629).

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

20.4 Informal resolution of disputes is encouraged before the parties resort to the formal grievance procedure.

20.5 Except in the case of disciplinary actions, grievances must be filed in writing within fifteen (15) officer's working days after the date of the incident giving rise to the alleged grievance or the date the grievant became aware, or reasonably could have become aware, of the incident giving rise to the alleged grievance. In the case of disciplinary actions, a grievance shall be filed in writing within fifteen (15) officer's working days after the effective date of the discipline at the step set forth in Article 19, Discipline.

## **20.6 FILING & PROCESSING A GRIEVANCE**

### *20.6.1 Procedure*

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

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

20.6.1.3 An officer who is aggrieved by the failure of the Employer to comply with the requirements of NRS 281.755 relating to the expression of breast milk by nursing mothers may pursue a grievance related to that failure through the grievance procedure provided in this Article, or the procedure prescribed by NRS 288.115.

20.6.1.4 Once the officer has filed a grievance in writing under the procedure described in this Article or has requested a hearing under NRS 284.390 or has filed a complaint under NRS 288.115, the officer may not proceed in the alternative manner.

### *20.6.2 Contents of Grievance & Recipients of Grievance*

20.6.2.1 The written grievance must be filed via the Employer's electronic grievance reporting system, unless that system is not available in which case the officer may file in written format or email to the officer's immediate supervisor, with a copy to the DHRM LRU. The grievance must include the following information:

20.6.2.1.1 The name of the grievant;

20.6.2.1.2 The grievant's job classification, Department, Division, and Section;

20.6.2.1.3 The grievant's contact information;



- 20.6.2.1.4 The date, time, and place of the incident leading to the grievance and a statement setting forth with particularity the pertinent facts surrounding the nature of the grievance;
- 20.6.2.1.5 The name(s) of any witness(es) to the alleged incident;
- 20.6.2.1.6 The specific Article, Section, and Subsection of the Agreement alleged to have been violated; and/or, the specific NAC, NRS, or policy alleged to have been violated;
- 20.6.2.1.7 The steps taken to informally resolve the grievance and the individuals involved in the attempted resolution;
- 20.6.2.1.8 The specific remedy sought by the grievant; and,
- 20.6.2.1.9 The name and contact information for the grievant's representative(s), if any.
- 20.6.2.2 Unless the grievance pertains to a suspension, demotion, dismissal, or involuntary transfer, the grievance must be filed in writing with the officer's immediate supervisor at Step 1.
- 20.6.2.3 Grievances of suspensions, demotions, dismissals, or involuntary transfers will be filed beginning at Step 4.
- 20.6.3 *Modifications to a Grievance*
  - 20.6.3.1 No new allegations may be raised or added to the grievance after the initial written grievance is filed, except by written mutual agreement of the grievant and the Employer.
- 20.6.4 *Consolidation of Grievances*
  - 20.6.4.1 The Employer and the grievant may agree to consolidate grievances arising out of the same set of facts.
- 20.6.5 *When Resolution of a Grievance Becomes Binding*
  - 20.6.5.1 The resolution of a grievance or complaint is binding when there is an agreement between the grievant and the Appointing Authority, or designee, of the employing Department/Division.
  - 20.6.5.2 The Appointing Authority, or designee, of the employing Department/Division shall submit each proposed resolution of a grievance or complaint which has a fiscal effect to the Budget Division for a determination of whether the resolution is feasible on the basis of its fiscal effects. The resolution is binding only if it is so found.

**20.7 INFORMAL RESOLUTION OF A GRIEVANCE**

*20.7.1 General Provisions*

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

20.7.2 *Informal Mediation*

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

**20.8 WITHDRAWAL OF A GRIEVANCE**

- 20.8.1 A grievance may be withdrawn by the officer at any time. If a grievance is resolved or withdrawn, it may not be re-filed unless it was filed prior to its effective date. Such grievance must be filed within the timelines specified in this Article.

**20.9 STEPS IN THE GRIEVANCE PROCEDURE**

- 20.9.1 The Employer and the union agree that any retaliatory or discriminatory actions by the employer as a result of the grievance will not be tolerated and that each party will endeavor to resolve the grievance at the lowest level possible.
- 20.9.2 Any of the steps in this procedure may be bypassed by mutual written agreement between the grievant and the Employer.
- 20.9.3 *Step 1 - Immediate Supervisor*
  - 20.9.3.1 Step 1 of the grievance process is the attempt by the grievant and their representative(s), if any, and the grievant's immediate supervisor to resolve the dispute.
  - 20.9.3.2 If the grievance involves or is against the officer's immediate supervisor, the officer may choose to elect another similarly situated supervisor to adjudicate the grievance at Step 1; or they may choose to file the grievance at Step 2.
  - 20.9.3.3 The supervisor will attempt to meet or confer by telephone with the grievant and will issue a response in writing within fifteen (15) officer's working days following the receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.
- 20.9.4 *Step 2 - Division Administrator, Deputy Administrator, or Designee*

- 20.9.4.1 If the grievance is not resolved at Step 1, the grievant or their representative(s), if any, may present the written grievance to their Division Administrator, Deputy Administrator, or designee in writing via the Employer's electronic grievance reporting system.
- 20.9.4.2 The Division Administrator, Deputy Administrator, or designee will attempt to meet or confer by telephone with the grievant and their representative(s), if any, and will issue a response in writing within fifteen (15) officer's working days following receipt of the grievance unless the Employer and grievant mutually agree in writing to an extension of that time.
- 20.9.4.3 If the grievant wishes to escalate the grievance to the next step, they must do so within fifteen (15) officer's working days of the receipt of the Step 2 response.
- 20.9.5 *Step 3 - Department/Division Head, or Designee*
  - 20.9.5.1 If the grievance is not resolved at Step 2, the grievant or their representative(s), if any, may present the written grievance to the Department/Division head, or designee in writing via the Employer's electronic grievance reporting system.
  - 20.9.5.2 The Department/Division head, or designee, will attempt to meet or confer by telephone with the grievant and their representative(s), if any, and will issue a response in writing within fifteen (15) officer's working days following receipt of the grievance unless the Employer and the grievant mutually agree in writing to an extension of that time.
  - 20.9.5.3 If the grievant wishes to escalate the grievance to the next step, they must do so within fifteen (15) officer's working days of the receipt of the Step 3 response.
- 20.9.6 *Step 4 – Labor Relations Unit*
  - 20.9.6.1 If the grievance is not resolved at Step 3, the grievant or their representative(s), if any, may escalate the grievance to the Labor Relations Unit (LRU) in writing via the Employer's electronic grievance reporting system within fifteen (15) officer's working days of receipt of the Step 3 decision. The LRU will attempt to meet in person or video conference with the grievant and their representative(s), if any by telephone. The purpose of this meeting will be to determine whether any resolution may be reached prior to Step 5 of this process.
  - 20.9.6.2 The LRU or grievant may request formal mediation with the parties and LRU will facilitate scheduling the Federal

Mediation & Conciliation Service (FMCS) and the grievant. The formal mediation session shall be scheduled as soon as practicable considering the schedules of the Mediator and the parties.

20.9.6.3 The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the formal mediation session. Any agreements reached during mediation to resolve the grievance will be memorialized in writing and include any necessary timelines. In the event a Department/Division does not comply with the mediated agreement, the grievant may submit an inquiry to the LRU. If, after the LRU has answered the inquiry, the Department/Division continues to fail to comply with the terms of the mediated agreement, the grievant may file a grievance, which shall be filed at Step 5 of this process.

20.9.6.4 Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest unless they are independently admissible.

20.9.7 *Step 5 - Arbitration*

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

20.9.7.2 Officers who have chosen non-Union representation under this Article may file a demand for arbitration, but such officer bears the responsibility to share the arbitration costs with the Employer. The LRU will facilitate the scheduling of any arbitration proceedings between the grievant and the Employer.

**20.10 ARBITRATION PROCEDURE**

20.10.1 *Selecting an Arbitrator*

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

20.10.2 *Authority of the Arbitrator*

20.10.2.1 The jurisdiction and authority of the Arbitrator, as well as the final opinion and award shall be confined exclusively to the administration and interpretation of this Agreement, the applicability of any law, rule, policy, or regulation relating to the officer's employment, including the imposition of discipline, or other adverse personnel actions. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose upon any party hereto a limitation or obligation not explicitly provided for in this Agreement.

20.10.2.2 The Arbitrator shall have no authority to establish or alter in any way wage rate or wage structure or to consider any term or condition of employment not expressly set forth within this Agreement.

20.10.2.3 The Arbitrator will hear arguments on and decide issues of arbitrability through written briefs immediately prior to hearing the case on its merits, or as part of the entire hearing and decision-making process, at the discretion of the Arbitrator. Although a decision may be made orally, it will be put in writing and provided to the parties.

20.10.2.4 If the subject grievance involves the review of a suspension, demotion, or dismissal from State service, the Arbitrator must determine the reasonableness of the Department's/Division's decision by conducting a three-step review process as described below.

20.10.2.4.1 First, the Arbitrator will review de novo whether the officer in fact committed the alleged violation(s). In so doing, the Arbitrator will determine whether substantial evidence of just cause exists to support the Department's/Division's decision.

20.10.2.4.2 Substantial evidence is relevant evidence that a reasonable mind might accept as adequate to support a Department's/Division's conclusions.

20.10.2.4.3 Second, the Arbitrator will then determine whether the violation(s) is a serious violation

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

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

### 20.10.3 *Witnesses*

- 20.10.3.1 When an officer is subpoenaed as a witness on behalf of the grievant and/or the Employer in an arbitration case, they may appear without the loss of pay if they appear during their work time.
- 20.10.3.2 Each party shall pay one-half (1/2) of the Arbitrator's fees and expenses and the cost of obtaining the names of arbitrators from the AAA or the FMCS. The parties shall bear their own costs and expenses for attorneys or other representatives, court reports, and other related arbitration expenses.
- 20.10.3.3 The Arbitrator's decision shall be final and binding on the parties subject only to judicial review in accordance with the standard set forth in the Uniform Arbitration Act.
- 20.10.3.4 Decisions of the Arbitrator shall be enforced within forty-five (45) days of receipt by both parties unless the decision requires legislative approval or funding. If the decision requires legislative approval or funding, the Employer agrees to enforce the decision as quickly as can be reasonably affected and will provide updates to the Union in writing every thirty (30) days.

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

*20.10.4 Attendance at Meetings*

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

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

20.10.4.3 An officer may be authorized by their supervisor to adjust their work schedule, take Leave Without Pay (LWOP), Compensatory Time, or Annual Leave to prepare for and travel to and from meetings, mediation sessions, or arbitration regarding the grievance.

20.10.4.4 When feasible, an officer must provide at least two (2) officer's working days' notice to their supervisor prior to requesting release from duty in accordance with this Article to attend a meeting.

20.10.4.5 When feasible, two (2) weeks' notice is required prior to a mediation session or arbitration. If the required notice is not possible, then the supervisor must consider, but is not required to, approve release of duty for the meeting. Notification must include the approximate amount of time the officer expects the meeting or hearing to take. As determined by the supervisor, any Department/Division business requiring the officer's immediate attention must be completed prior to attending the meeting, mediation, or arbitration. An officer cannot use a State vehicle to travel to and from a work site to attend a meeting unless authorized, in writing, to do so by the Department/Division.

**20.11 SUCCESSOR CLAUSE**

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

**20.12 TIMELINES**

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

**20.13 FAILURE TO MEET TIMELINES**

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

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

**20.14 GRIEVANCE FILES**

20.14.1 Written grievances and responses will be maintained separately from the Personnel Files of the officers.

## **Article 21. Union/Management Dispute Resolution**

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

**21.2 THE EXECUTIVE DEPARTMENT**

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

**21.3 THE UNION**

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



agent and exclusive representative on collective bargaining matters on behalf of Bargaining Unit H under NRS 288.

## **21.4 DISPUTE RESOLUTION**

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

## **21.5 UNION GRIEVANCE**

- 21.5.1 The Employer and the Union agree that resolving disputes as quickly as possible and at the lowest level is beneficial to both parties. The Employer and the Union agree to provide notice and meet or confer with one another in an attempt to resolve issues raised regarding the application or interpretation of this Agreement prior to filing formal complaints with a judicial body, such as the EMRB or a Court.
- 21.5.2 In the event the Union has a dispute with the Employer regarding the application or interpretation of provision(s) of this Agreement, they may file a grievance with the LRU. Such grievance should also be copied to the Department/Division within which the Union has identified their grievance, if any.

## **21.6 UNION GRIEVANCE PROCESS**

- 21.6.1 Upon receipt of a Union Grievance, the LRU will meet and confer with the Union regarding the grievance. Pursuant to discussion during any meeting or conference, the LRU will respond in writing to the Union within fifteen (15) calendar days of that meeting or conference, unless a different time period is mutually agreed upon.
- 21.6.2 Should the Union Grievance not be resolved, the Union or the LRU may request formal mediation session(s) with the Federal Mediation & Conciliation Service (FMCS) within thirty (30) calendar days of the date of issuance of the response from the LRU.
  - 21.6.2.1 The proceedings of any formal mediation will not be recorded or reported in any manner, except for agreements that may be reached by the parties during the mediation.
  - 21.6.2.2 Offers to resolve the grievance and statements made by or to the mediator, or by or to any party or other participant in the

mediation are confidential and may not later be introduced as evidence, may not be made known to an Arbitrator at a hearing, or may not be construed for any purpose as an admission against interest, unless they are independently admissible.

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

## **21.7 SUCCESSOR CLAUSE**

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

**21.8 COLLECTIVE BARGAINING NEGOTIATIONS**

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

## **Article 22. Layoff & Reemployment**

22.1 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 4, Management Rights.

**22.2 LAYOFF**

22.2.1 If it is determined that a layoff of officers may occur because of positions being abolished, lack of work, lack of funds, or other material changes in duties or organization, all such layoffs will be carried out in strict compliance with applicable laws and regulations.

22.2.2 Prior to implementation of any layoff, the Employer shall fully consider any written proposals from the Union and the DHRM LRU agrees to meet with the Union upon the Union’s request, absent an emergency or other circumstance that render such meetings impracticable, to discuss alternatives to any layoff. Such alternatives may include but are not limited to readjustment of personnel through transfer to other positions, reduction in workweek, leave of absence, voluntary layoff, job sharing, and/or other methods of staffing which may minimize mandatory layoffs.

22.2.3 The Department/Division head, or designee, will determine in what geographical area and job classifications layoffs will occur.

22.2.4 Once a layoff list is determined, the Department/Division head, or designee, will notice the DHRM.

22.2.4.1 If the Employer, through its Department/Division head, or designee, is required to reduce the number of its officers, it shall purchase credit for service with PERS for any member who:

22.2.4.2 Is eligible to purchase PERS service credit; and,

22.2.4.3 Is eligible to retire or will be made eligible to retire by the purchase of service credit; and, Agrees to retire upon completion of the purchase of service credit; and,

22.2.4.4 Has been employed by the Department/Division for five (5) or more years.

22.2.5 If the Employer, through its Department/Division is required to purchase service credit, it will pay five percent (5%) of the cost of purchasing the service credit and an additional five percent (5%) of the

cost for each year the officer has been employed by the Department/Division in excess of the minimum requirement of five (5) years above.

## **22.3 ORDER OF LAYOFFS**

22.3.1 All officers who are non-permanent officers must be separated from service before any permanent officers. Officers will be separated in the following order:

- 22.3.1.1 Emergency officers.
- 22.3.1.2 Temporary officers.
- 22.3.1.3 Provisional officers.
- 22.3.1.4 Probationary officers.

22.3.2 If additional reductions are necessary after all non-permanent officers have been laid off, permanent officers will be laid off, transferred, or take a voluntarily demotion in descending order of seniority in the geographical area and job classifications identified for lay off.

## **22.4 NOTICE OF LAYOFFS**

22.4.1 All affected officers will receive notice at least thirty (30) calendar days prior to the effective date of a layoff.

22.4.2 The Department/Division head, or designee, must send a copy of the layoff notice, the list of affected officers, and the most recent Department/Division seniority calculations to the DHRM.

22.4.3 If there are options for officers to transfer or voluntarily demote into another position, the Department/Division head, or designee, must clearly state such to the officers and identify the positions and locations where an officer has a right to displace another officer.

22.4.4 An officer must make their choice in writing to transfer, voluntarily demote, or be laid off within four (4) working days after they have been notified of their layoff choices.

### *22.4.5 Transfer*

22.4.5.1 A permanent officer given notice of layoff may choose to transfer to a position within their Department/Division that is held by the least senior officer in the same class and option.

22.4.5.2 A permanent officer who chooses to transfer to a position in the same class and option within the same Department/Division will not be subject to a background check.

### *22.4.6 Voluntary Demotion*

22.4.6.1 A permanent officer given notice of layoff may choose to take a voluntary demotion to a vacant position within their Department/Division.

22.4.6.2 A permanent officer given notice of layoff may choose to take a voluntary demotion to a position which would

displace or “bump” an officer with less seniority within the Department/Division and geographical location to a lower classification within the current class series and option.

22.4.7 *Layoff*

22.4.7.1 A permanent officer given notice of layoff may choose to be laid off. If the officer chooses to be laid off, they can request that their name be placed on the reemployment list for the job classification they held at the time of layoff.

**22.5 SENIORITY DURING LAYOFFS**

22.5.1 For the purposes of layoff, seniority is calculated by the officer’s total number of years in continuous full-time equivalent State service up to the effective date of the layoff.

22.5.2 The following are deducted from an officer’s seniority calculations:

22.5.2.1 Any combination of LWOP and Catastrophic Leave in excess of two hundred forty (240) hours in the period preceding the date of the notice of layoff equal to twelve (12) months of full-time equivalent service.

22.5.2.2 Any time covered by a report on performance which rated the officer below standard, excluding evaluations received within seventy-five (75) calendar days before the notice of layoff.

22.5.2.3 An officer whose base hours are more than eighty (80) hours biweekly must be allotted additional LWOP and Catastrophic Leave in proportion to the base hours for the job class designation.

22.5.3 Layoff seniority is not reduced based on:

22.5.3.1 A leave of absence without pay during a fiscal emergency of the State or a Department/Division.

22.5.3.2 A leave of absence without pay for a work-related injury or illness; and/or, A military leave of absence.

**22.6 SENIORITY LISTS DURING LAYOFFS**

22.6.1 Whenever it is determined that a layoff of officers will occur, the State agrees to supply seniority lists to the Union for the job(s) being affected.

22.6.2 In the case of seniority ties, ties are determined in the following order:

22.6.2.1 Time in occupational groups; then,

22.6.2.2 Time in the Department/Division of layoff; then,

22.6.2.3 By drawing lots.

22.6.3 Names of permanent officers who have received layoff notice will be placed on the Statewide reemployment list for the class and option of the position involved in the layoff, in order of seniority.

22.6.4 Names of permanent officers who have received layoff notice will also be placed on the Statewide reemployment list for other classes for

which they qualify at or below the grade of the class held at the time of layoff, in order of seniority.

- 22.6.5 The officer will provide an employment application and a list of classes and options the officer is seeking for reemployment to the DHRM within thirty (30) calendar days after the layoff date. The Department/Division will provide the seniority calculations to the DHRM.
- 22.6.6 Names of permanent officers who have received layoff notices will be integrated with names of officers who are eligible for reemployment.
- 22.6.7 Part-time officers are not entitled to be reemployed in full-time positions, and full-time officers are not entitled to be reemployed in part-time positions.
- 22.6.8 Seniority must be projected and counted up to the layoff date or transfer date if the officer is required to transfer to a different geographical location but declines the transfer and requests to be put on the layoff list. Seniority determines ranking on all reemployment lists and will not be recalculated unless the officer is affected by a subsequent layoff.

## **22.7 BUMPING DURING LAYOFFS**

- 22.7.1 Full-time, part-time, and seasonal officers must be treated separately and can only displace like officers.
- 22.7.2 An officer may choose to displace or to “bump” another officer only if the bumping officer meets the minimum qualifications for the class, option, and position. For the purposes of layoff, qualifications for a position may be different from those of the class and option only when selective certification is required.
- 22.7.3 An officer electing to exercise bumping rights must have more seniority than the officer being displaced. A current officer who elects to displace another officer has priority over former officers already on reemployment lists.
- 22.7.4 The officer will assume the salary grade of the officer’s classification that is being bumped at the step closest to the officer exercising the bumping rights’ existing salary grade and step at the time of layoff.
- 22.7.5 In no event will the bumping officer receive more salary as a result of the bump.
- 22.7.6 If the current rate of pay falls within the lower salary grade, no reduction in pay may occur unless money is not available as certified by the Chief of the Budget Division.
- 22.7.7 An officer who is bumped will have the right to exercise bumping rights in accordance with the provisions of this paragraph. The decision to bump must be submitted in writing within three (3) working days of notice that the officer will be bumped.

## **22.8 ACCRUALS AT LAYOFF**

22.8.1 At the time of layoff, the officer's Annual Leave and Compensatory Time balances will be paid off in accordance with the provisions set out in this Agreement and NRS 284 for officers separating from the State. Additionally, approved tuition reimbursement for officers enrolled at the time of layoff will be paid at the time of layoff.

22.8.2 An officer on layoff accrues no additional Annual Leave or Sick Leave.

## **22.9 REEMPLOYMENT**

22.9.1 Former permanent officers on a reemployment list or lists retain reemployment eligibility for two (2) years after the date of layoff.

22.9.2 Reemployment rights are exhausted when a former permanent officer accepts or declines an offer of employment in the class or a comparable class with the same grade in the Department/Division and geographical location of the layoff. Any exception to this provision must be approved by the DHRM.

22.9.3 When a former permanent officer accepts a position at a grade lower than that held at the time of layoff, their name will be removed from all reemployment lists that are equal to or below the grade accepted.

22.9.4 A former permanent officer who has been laid off and is being reemployed in the Department/Division, class, and option from which they were laid off must have their permanent status restored.

22.9.5 A former permanent officer who is reemployed in a different class or in a different Department/Division must serve a new Probationary Period. If the officer does not complete the Probationary Period, their name must be restored to the appropriate reemployment list for any remaining part of the year following the layoff date.

22.9.6 No new officer will be hired in the classification and geographic location where the layoff occurred until all officers on layoff status in that classification desiring to return to work have been offered the position.

22.9.7 A former permanent officer is responsible for providing the Employer with any contact information changed while waiting for reemployment.

### *22.9.8 Response from a Recalled Officer for Reemployment*

22.9.8.1 A former permanent officer who is offered a position from which they were laid off in the Department/Division and geographic location must respond within seven (7) business days after the date of the offer letter, or three (3) business days after electronic mail, voicemail is left, or an offer is hand delivered or verbally extended. Any verbal offer will be followed up in writing. In the event the former permanent officer fails to respond within these timeframes, they will be considered to have abandoned their recall rights.

22.9.8.2 If the Department/Division is unsuccessful in contacting a former permanent officer for reemployment three (3)

documented times, that former permanent officer's name will be removed from the reemployment list.

22.9.8.3 If the former permanent officer is contacted for a similar position outside of the Department/Division from which they were laid off or for a position at a lower grade and fails to respond within these timeframes or otherwise declines the position, they retain layoff rights but will be marked as declining the position.

22.9.9 *Reporting Date When Reemployed*

22.9.9.1 If a former permanent officer recalled to their former job classification within the Department/Division from which they were laid off was subject to a background check, polygraph, psychological examination, and/or medical examination upon initial appointment, they will be subject to a modified background that will exclude a pre-law enforcement personal history questionnaire, a polygraph examination, and a psychological examination, unless good cause is shown which would require such examination. Departments/Divisions have the right to review any pre-employment documentation for an officer who is being considered for reemployment under this Section.

22.9.9.2 The reemployed officer must report for reemployment on the date mutually agreed upon by the returning officer and the Employer or be considered to have abandoned their recall rights.

22.9.9.3 An officer who is reemployed after being laid off is entitled to the restoration of the accrued and unused Sick Leave remaining in their account at the time of layoff for which they did not receive payment.

22.9.9.4 An officer who is reemployed after being laid off is entitled to buy back the balance of the Annual Leave for which they received payment in a lump sum on the date of layoff. The rate of pay at which the officer is rehired applies to the buying back of Annual Leave.

22.9.9.5 An officer who is reemployed after being laid off accrues Annual Leave at a rate based on their total continuous State service.



22.9.10 *Rate of Pay When Reemployed*

22.9.10.1 If a former permanent officer is reemployed after layoff, they must be placed at the step which most closely corresponds to the base rate of pay they held at the time of layoff or separation. An exception may be made if money is not available as certified by the Chief of the Budget Division. If an exception is made because the Department/Division does not have sufficient money available, the officer retains the rights of reemployment.

22.9.11 *Seniority Date When Reemployed*

22.9.11.1 If a former permanent officer is reemployed within two (2) years of layoff, there will be no change to their continuous State service date.

## **Article 23. Separation from Service**

### **23.1 RESIGNATION**

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

### **23.2 DISABILITY SEPARATION**

23.2.1 Pursuant to NAC 284.611, an officer 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.

### **23.3 REINSTATEMENT FROM DISABILITY SEPARATION**

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

### **23.4 DISABILITY RETIREMENT**

23.4.1 Officers with five (5) or more years of service and who have been certified by a treating physician that they are unable to perform the essential functions of their position due to disability may choose to exercise their right to retire from service under the Public Employees' Retirement System of Nevada (PERS) with a Disability Retirement. The PERS Disability Retirement benefit allows officers with a disability to retire without penalty prior to their projected service retirement date.

- 23.4.2 Officers who choose Disability Retirement must apply to PERS for their benefit before they separate from State service. Applications for Disability Retirement can be obtained at [www.pers.org](http://www.pers.org).

## **Article 24. Union/Management Communication Committees**

### **24.1 GENERAL PROVISIONS**

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

### **24.2 COMMITTEES**

- 24.2.1 The following Committees will be established:
- 24.2.1.1 Employer Union/Management Communications Committee
  - 24.2.1.2 Department-wide/Division-wide Union/Management Communications Committee
  - 24.2.1.3 Joint Safety Committee

### **24.3 SCOPE OF AUTHORITY**

- 24.3.1 All Committee meetings established under this Article will be used for discussions only, and the Committees will have no authority to conduct any negotiations, bargain collectively, or modify any provision of this Agreement. The parties are authorized, but not required, to document mutual understandings. The Committees' activities and discussions will not be subject to grievance under Article 20, Grievance Procedure.

## **Article 25. Union Activities**

### **25.1 OFFICER RIGHTS**

- 25.1.1 Officers have the right to become a member of the Union.
- 25.1.2 Officers have the right to Union representation on matters adversely affecting their conditions of employment. It is the officer'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.
- 25.1.3 Except as otherwise specified in this Agreement, the right to Union representation will not apply to discussions with an officer in the normal course of duty, such as giving instructions, assigning work, informal discussions, delivery of paperwork, staff or work unit meetings, or other routine communications with an officer.
- 25.1.4 Officers have the right not to participate in Union activities or to be a member of the Union. Neither the Employer nor the Union may discriminate in any way against non-Union-member officers relative to their choice of non-participation or membership; however, if the officer is in a job classification covered under the exclusive representation of the Union, they will still be subject to the provisions of this Agreement as it applies to their job classification.

### **25.2 UNION RIGHTS**

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

### **25.3 UNION STAFF REPRESENTATIVES**

- 25.3.1 Union Staff Representatives are individuals employed by the Union, not the Employer. An example of a Union Staff Representative is the Executive Director of the Union.
- 25.3.2 The Union will provide the DHRM Labor Relations Unit (LRU) with a written list of Union Staff Representatives, their geographic jurisdictions, and the appropriate contact information.
- 25.3.3 The Employer will recognize any Union Staff Representative on the list.

- 25.3.4 The Union will provide written notice to the DHRM LRU of any changes to the list of Union Staff Representatives within thirty (30) calendar days of the changes.
- 25.3.5 The Employer reserves the right to restrict or rescind the access of a recognized Union Staff Representative if they are found to be behaving inappropriately, or in a manner that is disruptive to the business operations of the Employer and not in keeping with their responsibilities as a representative of the Union and a guest on the Employer's premises.
- 25.3.6 *Access for Union Staff Representatives*
  - 25.3.6.1 Union Staff Representatives may have access to the Employer's offices or facilities in accordance with Department/Division policy to carry out representational activities.
  - 25.3.6.2 The Union Staff Representatives will request approval to be on-site prior to their arrival and will not interrupt the normal operations of the Department/Division. The Department/Division and the Union must mutually agree upon dates and times a Union Staff Representative may have access to the Department's/Division's premises.
  - 25.3.6.3 The Employer reserves the right to restrict access to Department/Division premises if the Union's request for access is unreasonable or interferes with business or operations or is in conflict with Department/Division policy.
  - 25.3.6.4 In accordance with this Article, Union Staff Representatives and bargaining unit officers may also meet in non-work areas during the officer's meal breaks, rest periods, and before and after their shifts.

**25.4 UNION REPRESENTATIVES**

- 25.4.1 A Union Representative is an officer of the Employer who has been selected by the Union membership to officially represent and defend the interests of fellow bargaining unit covered officers.
- 25.4.2 The Union will provide the DHRM LRU with a written list of current Union Representatives and the office, facility, or geographic jurisdiction for which they are responsible, if applicable. The Union will maintain the list.
- 25.4.3 A Union Representative may represent any officer who works in the same Department/Division, in the same office, facility, or geographic jurisdiction as the Union Representative and is in the bargaining unit. The Employer will not recognize an officer as a Union Representative if their name does not appear on the list.

- 25.4.4 In the event an officer requests Union representation and the Union Representative is not on the list, the Union must expressly classify the officer as a Union Representative by providing notice via telephone and/or email and/or text message to the Department/Division and the DHRM LRU in advance of the meeting, hearing, or interview.
- 25.4.5 The Union is responsible for updating any list of Union Representatives as soon as practicable. For the purposes of this Section, non-Union representative(s) pursuant to NRS 289 are excluded from this notice.
- 25.4.6 Union Representatives must request and receive approval prior to being released for representational duties.
- 25.4.7 Representational duties will be coded to Union Leave for the Union Representative's time.

## **25.5 USE OF STATE FACILITIES, RESOURCES, & EQUIPMENT**

- 25.5.1 *Meeting Space & Facilities*
  - 25.5.1.1 The Employer's offices and facilities may be used by the Union to hold meetings for Union business, subject to the Department's/Division's policy, availability of the space, and with prior written authorization of the Employer.
- 25.5.2 *Supplies & Equipment*
  - 25.5.2.1 The Union and officers covered by this Agreement will not use State-purchased supplies or equipment to conduct Union business or representational activities. This does not preclude the use of the telephone or similar devices that may be used for persons with disabilities for representational activities if there is no cost to the Employer, the call is brief in duration, and it does not disrupt or distract from Department/Division business.
- 25.5.3 *Email, Fax Machines, Telephones, the Internet, & Intranets*
  - 25.5.3.1 **Communication that occurs over State-owned equipment is the property of the Employer and may be subject to public disclosure.**
  - 25.5.3.2 The Union and officers covered by this Agreement will not use State-owned or operated email, fax machines, telephones, the Internet, or Intranets to communicate with one another regarding Union business, except as specifically provided for in this Agreement.
  - 25.5.3.3 The Employer and the Union agree that Union officers or designees may use State-owned equipment, including use of email, fax machines, telephones, the internet & intranets, for the purposes of communicating and/or research for a response to an inquiry from a Union member, the Employer, its Departments/Divisions, and/or LRU for labor-related matters.

- 25.5.3.4 If the Union officer or designee determines that a response to an inquiry or the research necessary for that response will take more than thirty (30) minutes to complete, they will request the use of Union Leave to complete their research and/or response. Such requests will not be unreasonably denied. The Union officer or designee will still have the ability to use State-owned equipment for the purposes of this research.
- 25.5.3.5 Officers may use State-operated email to request Union representation. Union Representatives may use State-owned/operated equipment to communicate with the affected officers and/or the Employer for the exclusive purposes of administration of this Agreement to include electronic transmittal of grievances and responses in accordance with Article 20, Grievance Procedure. It is the responsibility of the sending party to ensure the material is received. Such use will:
  - 25.5.3.5.1 Result in little or no cost to the Employer.
  - 25.5.3.5.2 Be brief in duration and frequency.
  - 25.5.3.5.3 Not interfere with the performance of their official duties.
  - 25.5.3.5.4 Not distract from the conduct of State business.
  - 25.5.3.5.5 Not disrupt other State officers and will not obligate other officers to make personal use of State resources.
  - 25.5.3.5.6 Not compromise the security or integrity of State information or software.
  - 25.5.3.5.7 Not include general communication and/or solicitation with officers.
- 25.5.3.6 The Union and its representatives will not use the above referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election, or any other purpose prohibited by the Executive Ethics Board.

25.5.4 *Bulletin Boards*

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

25.5.4.2 Material posted on the bulletin board will be appropriate to the workplace, politically non-partisan, in compliance with State ethics laws, and clearly identified as Union literature. In facilities where there is no bulletin board space, the Employer will make available a three-ring binder that is designated for Union materials.

25.5.4.3 Union communications will not be posted in any other location in the Department/Division.

25.5.5 *Distribution of Material*

25.5.5.1 An officer may have access to their work site for the purpose of distributing information to other bargaining unit officers, provided:

25.5.5.1.1 The officer is off duty.

25.5.5.1.2 The distribution does not disrupt the Employer's operation.

25.5.5.1.3 The distribution will normally occur as determined by the Employer. In those cases where circumstances do not permit distribution by those methods, alternative areas such as lunchrooms, break rooms, and/or other areas mutually agreed upon may be used.

25.5.5.1.4 The officer must notice the Employer in advance of their intent to distribute information.

25.5.5.2 Distribution will not occur more than twice per month, unless agreed to in advance by the Employer.

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

25.6.1 The total maximum number of hours allotted for Union Leave is one thousand (1,000) per fiscal year. No remaining balance of Union Leave hours shall roll over from fiscal year to fiscal year.

25.6.2 The Union President or designee will determine the use of the Union Leave. The Union agrees not to exceed six (6) individual requests for Union Leave at one time and, under normal circumstances, not more than two (2) individuals can be from the same shift of the Department/Division unless authorized by the head of the Department/Division.

25.6.3 Approved Union Leave taken during normal working hours will be considered time worked including for the purposes of computing overtime.

25.6.4 The Employer and Union agree that requests for Union Leave shall be treated the same as requests for annual leave and sick leave, and

requests for Union Leave shall be submitted in the same manner as request for Annual or Sick Leave. Officers designated by the Union to be Union Representatives, Union Committee members, and Union Collective Bargaining Team members, or designees may be allowed to use Union Leave to conduct Union Business as determined by the Union. Requests for Union Leave shall not be unreasonably denied.

25.6.5 The Union will provide the Department/Division and DHRM LRU, with a written list of the names of the officers it is requesting attend any of the above listed activities as soon as practicable, but no later than fifteen (15) working days prior to the activity absent unforeseen circumstances.

25.6.6 An officer approved to use Union Leave and who qualifies under NAC 284.210(3) will still be entitled to receive shift differential during the approved Union Leave.

25.6.7 In the event the Union depletes the allotted hours in a fiscal year, they may request approval for additional hours, in writing through the DHRM LRU. Additional hours may be approved or disapproved at the Employer's discretion.

25.6.8 *Union Leave*

25.6.8.1 Union Leave is paid leave that may be used when a Union Representative is performing Union-related duties.

25.6.8.2 The Department/Division may grant the use of Union Leave for Union Representatives. Requests for Union Leave must be submitted in writing and as far in advance as possible to the Department/Division. Union Leave will be considered for approval the same as annual or sick leave.

25.6.8.3 In the event immediate representation is requested due to a representational need or a critical incident, such as an Officer-Involved Shooting, the Union Representative must notify their Department/Division and receive approval to respond. Requests to respond for representation shall not be unreasonably denied.

25.6.8.4 If a Union Representative responds to a critical incident while on duty, they may utilize their assigned State-owned vehicle during the time of their response; however, they may not respond in emergency mode. Union Representatives that respond to a critical incident must identify themselves on scene as a Union Representative and that they are not responding to the scene on behalf of a State Department/Division for investigative purposes.

25.6.8.5 Union Representatives are responsible for coding their time appropriately when using Union Leave.



- 25.6.8.6 The Employer may approve leave for the purpose of negotiating a successor Collective Bargaining Agreement (CBA). In the event the Union needs a further allotment of Union Leave hours for the purpose of negotiations, they will request additional hours from the Employer through the DHRM LRU during the course of negotiations.
- 25.6.8.7 The Union will provide the DHRM LRU with the names of its Union Collective Bargaining Team members at least fifteen (15) working days in advance of the date of any negotiations meeting unless a shorter period of time is mutually agreed upon.
- 25.6.8.8 Union Collective Bargaining Team members are responsible for obtaining approval from their Department/Division to use and to code their time appropriately when using Union Leave for collective bargaining.
- 25.6.8.9 No Overtime or Compensatory Time will be incurred as a result of negotiations, preparation for, and/or travel to and from negotiations.

**25.7 CONFIDENTIALITY DURING NEGOTIATIONS**

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

## **Article 26. Mandatory Subjects of Bargaining**

**26.1 GENERAL PROVISIONS**

- 26.1.1 The Employer will satisfy its collective bargaining obligation before making a change with respect to a matter that is a mandatory subject of bargaining as described in NRS 288.
- 26.1.2 The Employer, through the DHRM LRU, will notify the Union of the change(s) in writing, citing this Article. The written notice will include:

- 26.1.2.1 A description of the intended change, including information relevant to the impacts of the change on bargaining unit officers, and a list of the job classifications and names of affected officers known.
- 26.1.2.2 Where the change will occur; and,
- 26.1.2.3 The date the Employer intends to implement the change.
- 26.1.3 Within twenty-one (21) calendar days of receipt of the written notice from the Employer, the Union may request negotiations over the proposed change(s). The written notice requesting bargaining must be filed with the DHRM LRU at [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov). The twenty-one (21) calendar day period may be used to informally discuss the matter with the Employer and to gather information related to the proposed change(s).
- 26.1.4 In the event the Union does not request negotiations within the twenty-one (21) calendar day period, the Employer may implement the changes without further discussions or bargaining.
- 26.1.5 In the event of an emergency or mandated conditions outside of the Employer's control that may require immediate implementation of changes, the Employer will notice the Union of the changes as soon as possible.
- 26.1.6 Prior to making any change in written Department/Division policy involving a mandatory subject of bargaining, the Employer will notice the Union and satisfy its collective bargaining obligations as outlined in the above referenced process.
- 26.1.7 The parties, through the DHRM LRU, will agree to the location and time for the discussions and/or negotiations. Each party is responsible for choosing its own representatives for these activities. The Employer and the Union recognize the importance of scheduling these discussions and/or negotiations in an expeditious manner. Unless agreed otherwise, the parties agree to schedule the bargaining to occur within thirty (30) calendar days of receipt of the request to bargain. If the Union has made an information request prior to the meeting being scheduled, the parties will schedule bargaining to occur within thirty (30) calendar days of the Employer fulfilling the information request.
- 26.1.8 Only when the parties agree to negotiate a successor Agreement due to expiration will the entire Agreement be eligible for reopening for negotiation. Any mid-term or supplemental negotiations must be limited to specific Article(s) and must be reopened when the threshold for mandatory bargaining has been met under NRS 288. Mid-term or supplemental negotiations that result in amendments to the Agreement will be reflected in Memoranda of Understanding (MOU's) and will become part of the Agreement, subject to approval by the Board of Examiners.

## Article 27. Department/Division-Specific Bargaining

- 27.1 During open negotiations for this Agreement, the Employer and the Union shall jointly identify items that are suited for Department/Division-specific bargaining.
- 27.2 Proposals for Department/Division-specific bargaining must be both Department/Division-specific and non-compensation.
- 27.3 The Union will provide its Department/Division-specific proposals to the DHRM LRU via [laborrelations@admin.nv.gov](mailto:laborrelations@admin.nv.gov) by September 1 of an even numbered year, or the first workday thereafter.
- 27.4 The Employer will provide its Department/Division-specific proposals and/or counterproposals to the Union by October 1 of an even numbered year, or the first workday thereafter.
- 27.5 Any tentative agreements reached during Department/Division-specific negotiations will be provided to the chief negotiators of the Employer and the Union by November 30, of an even numbered year for inclusion in the full CBA.
- 27.6 IMPASSE**
- 27.6.1 Should the parties fail to reach an agreement in open or supplemental negotiations by March 1 of an odd numbered year, either party may declare an impasse. The parties agree to seek mediation to resolve the impasse.
- 27.6.2 In the event the parties fail to reach an agreement in mid-term or supplemental negotiations in an even numbered year, either party may declare an impasse after six (6) formal negotiations sessions. The parties agree to seek mediation to resolve the impasse.

## Article 28. Political Activity

- 28.1 Officers may engage in political activity that is not prohibited by State law. Officers may vote as they choose and express their political opinions on any or all subjects without recourse, except that no officer may:
- 28.1.1 Directly or indirectly solicit or receive or be in any manner concerned in soliciting or receiving, any assessment, subscription, or monetary or nonmonetary contribution for a political purpose from anyone who is in the same Department/Division and who is a subordinate of the solicitor.
- 28.1.2 Engage in political activity during working hours to improve the chances of a political party or a person seeking office, or at any time engage in political activity to secure a preference for a promotion, transfer, or increase in pay.
- 28.2 The parties agree that solicitation and receipt of voluntary payroll deductions for Union political action committee (PAC) contributions are permitted. Officers are

not permitted to participate in the solicitation for and receipt of deductions for PAC contributions during work time.

28.3 The Federal Hatch Act prohibits certain types of political activity on the part of State officers whose principal employment is in a federally funded program.

28.4 No bargaining unit member will be required to participate in political activity of any fashion, or be present at any political meeting or event, either on or off duty.

## **Article 29. Disclosure of Improper Governmental Action**

### **29.1 GENERAL PROVISIONS**

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

29.1.1.1 In violation of any State law or regulation; or,

29.1.1.2 An abuse of authority; or,

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

29.1.1.4 A gross waste of public money.

29.1.2 State officers and officers are prohibited by law from using their authority or influence to prevent an officer'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.

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

### **29.2 FRAUD HOTLINE**

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

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

## **Article 30. Strikes & Lockouts**

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

## **Article 31. Entire Agreement**

- 31.1 The Employer and Union agree this document constitutes the entire Agreement and any past practice or past agreement between the parties prior to July 1, 2023 – whether oral or written – is null and void, unless specifically preserved in this Agreement. Where the Employer and the Union mutually recognize that codification of any past practices were inadvertently omitted in this Agreement, the parties may undertake supplemental bargaining pursuant to Article 26, Mandatory Subjects of Bargaining and Article 27, Department/Division-Specific Bargaining at the request of either party.
- 31.2 The Employer and Union agree that where this Agreement varies from Department/Division policies, past practices, NRS 284, or NAC 284, this Agreement governs.
- 31.3 The Employer and Union agree during the negotiations of this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union’s collective bargaining rights with respect to matters that are mandatory subjects under the law.

## **Article 32. Savings Clause**

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

## **Article 33. Non-Appropriation**

- 33.1 The Employer and the Union recognize that any provision of this Agreement that requires the expenditure of funds or changes in law shall be contingent upon the specific appropriation of funds or changes in law by the Nevada State Legislature. The Governor shall request the drafting of a legislative measure to effectuate those provisions under this Agreement that require legislative appropriations.
- 33.2 Legislative non-appropriation does not constitute grounds for reopening negotiations on issues related to appropriations.
- 33.3 Any subsequent Agreement requiring the expenditure of funds shall be subject to specific appropriation of funds.
- 33.4 The provisions of this Agreement shall not interfere with or supersede in any way the Governor's rights under law.

## **Article 34. Distribution of Agreement**

- 34.1 The Employer will post the Agreement on the DHRM LRU's Internet page by the effective date of the Agreement or sixty (60) days after approval by the Board of Examiners or, if appropriate, approval by the Nevada State Legislature, whichever is later. The Department/Division will post the Agreement electronically on their Intranet after it is posted by the DHRM LRU.
- 34.2 The Employer will provide all officers with a link to the Agreement. All officers will be authorized access to the Agreement link. Each officer may print and staple or clip one (1) copy of the Agreement from the link on work time using State-purchased paper and State-owned equipment.
- 34.3 If the Union and the Employer determine it is necessary to print this Agreement, including Braille and large-print copies, they will make mutual agreement to do so.

## **Article 35. Term of Agreement**

- 35.1 All provisions of this Agreement will become effective July 1, 2023, and will remain in full force and effect through June 30, 2025; however, if this Agreement expires while negotiations between the Union and the Employer are underway for a successor Agreement, the terms and conditions of the Agreement will remain in effect until such time as a new Agreement is approved by the Board of Examiners and, if appropriate the Nevada State Legislature.
- 35.2 If either party wishes to modify or terminate this Agreement, or negotiate a successor, it shall give notice of its desire to reopen this Agreement for negotiations no earlier than August 1 and no later than August 31 of the year prior to expiration. If notice is given, negotiations shall commence within sixty (60) calendar days, or on or before November 1, whichever is earlier. Negotiations will


be held on dates and at times mutually agreed upon by the parties. The parties may only negotiate by other timelines if mutually agreed upon.

Execution of Agreement

Signatures

For the State of Nevada:

For the NPOA:

  
\_\_\_\_\_  
Mandee Bowsmith                      5/11/2023  
Date

  
\_\_\_\_\_  
Sean Gallagher                      05/11/2023  
Date



# Appendices

# Appendix A

## Job Classifications Eligible for Membership in the Nevada Peace Officer Association (NPOA)

Job Title/Option	Grade
AG Criminal Investigator I	38
AG Criminal Investigator II	41
AG Cybercrime Investigator I	41
AG Cybercrime Investigator II	43
Compliance/Enforcement Investigator I	38
Compliance/Enforcement Investigator II	40
Compliance/Enforcement Investigator III	41
Criminal Investigator I	38
Criminal Investigator II	39
Criminal Investigator III	41
Youth Parole Counselor I	36
Youth Parole Counselor II	40
Youth Parole Counselor III	41

The Employer agrees to evaluate and realign and/or retitle the Compliance/Enforcement Investigator series to more accurately reflect the duties of the Category II Peace Officers assigned to those positions. These evaluations for realignment and/or retitling shall be completed by December 31, 2023, and shall be effective July 1, 2023. The Employer agrees to pay any resulting retroactive pay to July 1, 2023.

# Appendix B

## Department/Division-Specific Shift Assignment Process

### *Attorney General's Office*

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

### *Department of Business & Industry*

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

### *Department of Motor Vehicles*

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

### *Secretary of State's Office*

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

# Appendix C

## Department/Division-Specific Shift Bid Processes

### *Attorney General's Office*

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

### *Department of Business & Industry*

### *Nevada Taxicab Authority*

Division Policy 217, effective January 20, 2014

### *Nevada Transportation Authority*

Division Policy 200, effective June 1, 2018

### *Department of Motor Vehicles*

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

### *Secretary of State's Office*

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

# Appendix D

## Department/Division-Specific Shift Trade Procedures

### *Attorney General's Office*

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

### *Department of Business & Industry*

### *Nevada Taxicab Authority & Nevada Transportation Authority*

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

## XII Shift Trading

NAC 284.228 Shift Trading: Agreement; responsibilities allows for an employee to enter into a written agreement to trade shifts with another employee who is employed by the same State [agency] Department or Division, once the following conditions have been met:

- a. Each employee who enters into an agreement does so solely at [his] their option as described in 29 CFR 553.31;
- b. Each employee performs work in the same class; and,
- c. Each employee obtains approval to enter into the agreement from [his or her] their Appointing Authority.

Some advantages for employees are: less use of leave for absences; provides for greater flexibility in managing time off; and pay continues without disruption.

Advantages for employers are: it may assist in reducing employee absenteeism; it may reduce necessary overtime; and it may avoid required compensation or benefit payment.

### **Department of Motor Vehicles**

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

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

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

# Appendix E

## **Salary Schedules for Officers Eligible for Membership in the NPOA**

Salary schedules are not updated by the DHRM Classification, Compensation, & Recruitment Unit until after the Nevada State Legislature closes and all appropriations relative to compensation for State of Nevada officers are reconciled. Appendix D will be updated appropriately as soon as that process is finished.