

 CSN Policy	Telecommuting Policy (Non-Emergency and Emergency)
Category: Human Resources	Effective Date: June 5, 2021
MOST RECENT CHANGES Version #1: NEW Policy	

I. POLICY PURPOSE

The purpose of this policy is to outline the process for telecommuting for the College of Southern Nevada employees in non-emergency and emergency situations. This policy does not apply to Academic Faculty. Telecommuting is an alternative work arrangement to meet the needs of CSN and its employees, to use the workforce more efficiently and to increase productivity. Telecommuting permits an employee to work at a virtual location for all or part of the employee’s workweek. It is a work alternative that is appropriate for only some positions and requires supervisory approval (VP, AVP, HR) as well as a written Telecommuting Agreement. An employee does not have a right to telecommute. This agreement to telecommute does not change the nature of the employment relationship or the terms and conditions of employment as outlined by NSHE, NAC, and/or CSN Bylaws and policy. CSN may discontinue, limit, reduce, or change the telecommuting agreement at any time.

II. POLICY STATEMENT

A benefits eligible employee is eligible for telecommuting if the position is identified and/or advertised as a telecommuting position by the supervisor and appointing authority and if the employee has been employed by CSN at least three months in a benefits eligible position, has received a satisfactory “rating on their performance evaluation or 90-day onboarding evaluation, has demonstrated satisfactory attendance and dependability, has handled responsibility well, has prioritized work effectively, and utilized effective time management skills. Although an employee may be eligible for telecommuting, the employee’s position may not be suitable for telecommuting as determined by the supervisor, VP, AVP, and in consultation with HR, if required. The final decision on whether an employee may or may not telecommute is left to the supervisor and appointing authority.

- A. The telecommuting employee, their supervisor or appointing authority, in conjunction with Human Resources, may modify or discontinue the Telecommuting Agreement at any time for any reason. Any party who cancels a Telecommuting Agreement shall give thirty (30) calendar days’ notice in writing

to the other party unless circumstances warrant a shorter or longer notice period as determined by the supervisor in collaboration with the employee and Human Resources.

B. This policy does not apply to Academic Faculty.

III. EMPLOYEE REQUIREMENTS FOR TELECOMMUTING:

A. Requirements and Conditions

1. Complete CSN work and attend to CSN business during the designated workday/working hours.
 2. Complete all assigned work in a timely manner.
 3. Participation in all meetings, calls, chats, training, and other events as determined by the supervisor. (Examples may include, but are not limited to location-wide meetings, division or department meetings, staff meetings, and training sessions).
 4. Compliance with CSN procedures, CSN Bylaws and policy, and NSHE policy while using a home-based worksite.
- Telecommuters or remote workers must establish an appropriate work environment within their **virtual** location for work purposes. CSN is not responsible for costs associated with setup or ongoing maintenance of telecommuters' alternate office spaces, such as remodeling, furniture or lighting, nor for repairs or modifications to alternate office spaces. CSN may determine the appropriate equipment needs for each telecommuting or remote work arrangement at the alternate work location on a case-by-case basis consistent with CSN's OTS policies and procedures. CSN reserves the right to make determinations as to appropriate equipment, subject to change at any time. The College will provide appropriate computing equipment (Desktop or Laptop) to enable the employee to conduct business remotely. The employee will submit a CSN Equipment Checkout Agreement for all College-owned equipment that the employee takes offsite. The employee will purchase and maintain all other technology and/or internet connections and workspace equipment and/or furniture that may be required to perform assigned tasks:
 - If CSN's equipment is used at alternate work locations, telecommuters or remote workers must exercise reasonable care for the equipment and should take appropriate action to protect the items from damage or theft. Telecommuters or remote workers may be held liable for damage caused by negligence. CSN equipment should be used for business purposes only and will be maintained by CSN.
 - Employees need to have a working telephone or cellphone at their remote location.
 - CSN is not responsible for operating costs of any personal equipment (including, but not limited to, computers, personal devices, cellular or

- standard telephones), home maintenance of personal equipment, or any other incidental costs (utility provider costs, telephone costs or for any supply costs used in the home) associated with the use of an employee's alternative work arrangement.
- The employee will utilize only the computer and/or electronic systems identified by the college for the storage, submission, or transmission of college-related electronic or print documents.
 - The employee will apply safeguards to protect electronic and print documents from unauthorized disclosure or damage.
 - All records, papers, and correspondence must be safeguarded for their return to the office.
 - The employee will, at all times, maintain confidentiality and protection of sensitive research data and any other data deemed to be confidential under normal standards.
 - The employee shall immediately notify their supervisor of any unauthorized release of college-related documents and/or confidential data to include any security breach of the technology used as part of the telecommute agreement.
5. Report to the supervisor immediately any job-related injuries or accidents that occur during remote work. Theft, loss, or other liability situations should be reported to appropriate authorities and CSN immediately.
 6. In the case of injury, theft, loss, or other liability, allow agents of CSN to investigate and/or inspect with reasonable notice.
 7. Maintenance of necessary technological resources in the virtual- location necessary for completing job duties and performing to job standards.
 8. Recordation of hours physically worked in excess of forty (40) hours per week if an employee is non-exempt under the Fair Labor Standards Act. Advance approval by their supervisor of overtime is required. (Failure to comply with this requirement may result in immediate cancellation of a Telecommuting Agreement).
 9. During the period of telecommuting by an employee, generally within the first ninety (90) days, a supervisor should have frequent interaction by telephone, email, or other communication devices with the employee, as well as, bi-weekly face-to-face meetings, which can be held virtually by agreement of both parties, to discuss performance, progress, and concerns arising from telecommuting. An employee shall be accessible through various forms of communication during agreed upon working hours.
 10. An employee may only use copies of CSN documents, records, files, or other documentation at the virtual worksite. Original records shall always remain at the originating campus or office location, whichever is applicable. In addition, an employee who is telecommuting shall preserve and protect all College data and

College equipment at the virtual location and follow all College security procedures.

11. When a Telecommuting Agreement is entered into by an employee who will be telecommuting for all of their working hours, the employee's former office, workspace, and other similar areas may be assigned to other employees. When a Telecommuting Agreement ends, an employee may be assigned an alternative workspace at a CSN location.

B. Eligibility

1. Positions that have been identified as being eligible for telecommuting or employees who have been with CSN/NSHE for a minimum of ninety (90) days and have satisfactorily completed the requisite 90-day onboarding evaluation are eligible to telecommute, unless telecommuting is deemed necessary by their department, supervisor, CSN executive, or NSHE, state, or federal guidance or requirement or in response to a city or state emergency. In an emergency, CSN will follow the Emergency/Temporary Telecommuting Policy and Agreement.
2. The telecommuting arrangement must be reviewed and renewed on an annual basis at the annual performance evaluation.
3. The supervisor and appointing authority (in consultation with HR, if necessary, of the position will be the final decision makers as to suitability for telecommuting.

C. Equipment, Service, and Security

1. The College shall not pay any operating costs associated with use of a personal residence as a home-based telecommuting location, including, but not limited to insurance, utilities, internet service, phone service, security system, and/or home maintenance.
2. As indicated in this policy, an employee's supervisor in conjunction with the Office of Technological Services staff, shall determine the equipment and services that are needed for an employee to telecommute, including, but not limited to hardware, software, modem, telephone, data line, facsimile equipment, and printer. OTS staff shall maintain CSN equipment. Any employee-owned equipment is the sole responsibility of the employee. CSN records, files, or other documents cannot be stored, maintained, utilized, created, edited, or modified on personal equipment. A supervisor or OTS staff may request with advanced 48 hours' notice to change CSN owned equipment at the home-based site location. An employee may use College equipment for business purposes subject to the College's Computer Use policy and regulations regarding incidental personal use.
3. An employee who is telecommuting must sign an inventory list that reflects all College equipment or other CSN property used in telecommuting and must agree to take appropriate action to protect College property from damage or theft.
4. If an employee requires special office equipment to perform the essential functions of their job, to request ADA accommodation, or an ergonomics evaluation, the employee should contact the Benefits Office within CSN Human

Resources for assistance. CSN Human Resources will be responsible for facilitating these processes as required by extant and applicable law and policy.

5. The employee must maintain CSN internet security protocols and maintain an internet security software on personal equipment used for CSN business.
6. Upon request, CSN shall provide equipment necessary to maintain confidentiality after evaluation of each request. (e.g., document shredder).

D. Home-Based Location Environment

1. All employees who are telecommuting shall strictly comply with CSN, NSHE, and Board of Regents policy, regulations, and other procedures regarding information security.
2. In addition, an employee shall receive written supervisory permission to download or electronically store confidential information. When confidential information is no longer needed by an employee, the employee shall erase, upload, or destroy this information. Employees will not store any CSN related information which is deemed confidential on their personal device(s).
3. An employee who telecommutes shall establish an appropriate environment consistent with the parameters set forth in this policy and the Telecommuting Agreement within their virtual location for work purposes. The College is not responsible for costs associated with the initial setup of a home-based work site such as remodeling, furniture, lighting, electrical, repairs, or modifications of the site or similar costs.
4. The use of an employee's home may have federal income tax implications, which is the employee's responsibility.
5. In addition, CSN is not responsible for any portion of the costs of operating a home-based office, such as, but not limited to rent/mortgage, HOA, utilities (electrical, gas, water, phone), internet, sewer, trash, maintenance, repairs, or similar home/household costs.

E. Insurances

1. During agreed upon work hours, an employee who is telecommuting is covered by workers' compensation at the virtual work site. If an injury occurs at this site, an employee shall contact the employee's supervisor before seeking medical attention unless it is an emergency. An employee shall also contact the Human Resources office as soon as possible and complete appropriate forms regarding the injury.
2. The College is not responsible for third-party injuries or property damage at a home-based site.
3. The employee is responsible for any damage or loss of CSN property.

F. Office Supplies

1. The College shall supply an employee who is telecommuting with appropriate office supplies for exclusive use in completion of job responsibilities.
2. The College shall reimburse an employee through Workday for pre-approved and reasonable office supplies and business-related expenses incurred as a result

of job responsibilities. All applicable CSN policies and procedures apply to receive the reimbursement of expenses.

3. The employee should have copies made through Printing Services if a copier is not available to them. An employee should not order copies through an outside vendor unless the expense is pre-approved through Workday.

G. Confidentiality and Applicable Laws and Policies

1. The employee must maintain the confidentiality of all protected employee and student information and records and shall comply with all applicable federal, state, county, and city laws and regulations including, but not limited to, Title VII, Title IX, FERPA, HIPAA, and ADA in the performance of their job duties and in representation of CSN as an employee and/or supervisor.
2. The employee must comply with all applicable Board of Regents, NSHE, NAC, and CSN Bylaws, policies, procedures, regulations and guidelines in the performance of their duties and in representation of CSN as an employee and/or supervisor.
3. The employee must stay current on their required employee trainings as required by CSN Human Resources, their division and department, accreditation bodies, and federal, state, county, and city laws, regulations, directives, and executive orders.

H. Local and Out of State Travel

1. If an employee is required to travel to a CSN campus for a meeting, training, or other event by their supervisor, the campus will be the employee's work location that day and the employee will not be reimbursed for mileage.
2. However, if an employee is required to travel from their home-based location to another CSN campus and then to another CSN campus in one day, the travel between campuses may be reimbursed for mileage.
3. Non-Local or Out of State Travel must be pre-approved through Workday. This type of travel may be necessary to attend meetings, training, or conferences, and the like.

G. Additional Guidance for Hourly (Non-Exempt) Employees

1. Employees who are eligible for overtime are required to take legally required rest and meal breaks while working remotely.
2. Hourly employees should account for time worked in the same manner as on-campus work or use alternate timekeeping as directed by the supervisor.
3. Normal work hours are 8am-5pm (PST), Monday-Friday. Any changes to the work hours must be approved by the supervisor in advance.

IV. SUPERVISOR RESPONSIBILITIES FOR TELECOMMUTING

A. Supervision of Employees

1. Prior to the employee starting on a Telecommuting Agreement, the supervisor will review the job description, job duties, performance expectations, and the Telecommuting Policy and Agreement with the employee.

2. Supervisors will be required to complete requisite training on effective virtual supervision within ninety (90) days of the employee beginning the telecommuting arrangement.
3. During the telecommuting work-relationship, it is expected the supervisor and the employee will maintain reasonable contact during telecommuting and will work collaboratively with the employee to maintain a working relationship. Best practices as defined by Human Resources should be reviewed and followed to enhance the success of the telecommuting arrangement.
4. The supervisor will address the telecommuting employee's concerns in a timely fashion.
5. When necessary, the supervisor will seek guidance from Human Resources, specifically Employee Relations, in the navigation and management of coaching, counseling and/or disciplining the telecommuting employee.

B. Performance Check-Ins and Annual Evaluations

1. The supervisor will provide, feedback, coaching, and guidance as necessary but no less than quarterly, with quarterly check-ins.
2. The supervisor will conduct an annual performance evaluation with the telecommuting employee.

C. Providing Resources

1. The supervisor will provide the necessary tools and resources as is reasonable to the employee telecommuting so that the employee can perform their job duties in accordance with their job description.
2. The supervisor will monitor the request for office supplies, other job-related tools and expenses, and travel reimbursements in a timely fashion.

V. EMERGENCY SITUATIONS – REQUIRED TELECOMMUTING

- A.** In the event of an emergency or adverse situation, such as a pandemic or epidemic, force majeure, or an unsafe work environment as deemed by the Governor of Nevada, the Chancellor of the Nevada System of Higher Education (NSHE), or the President of CSN, the College employees, students, and vendors, in full or in part, may be required to telecommute with little or no advance notice.
- B.** The President of CSN, with direct communication from the Governor of Nevada and/or Chancellor of NSHE, invokes emergency telecommuting.
- C.** The President of CSN has the right to waive the signing of the Telecommuting Agreement form by each employee and supervisor, by signing a memorandum placing employees on emergency telecommuting.
- D.** If an employee is unable to telecommute, further direction will be provided at that time based upon the emergency situation and possible direction from the Governor of Nevada or the Chancellor of NSHE.

VI. PROCEDURE

- A.** Before telecommuting is implemented at a virtual location, the affected supervisor and appointing authority at CSN shall give primary consideration to the needs at the

- College for telecommuting, utilization of the workforce, productivity, and security of information.
- B.** An employee may complete a Request to Telecommute form and submit the form to the employee's supervisor. Approval of Request to Telecommute is at the sole discretion of the supervisor of the affected department and appointing authority, and in conjunction with Human Resources.
 - C.** The supervisor and employee shall meet to discuss the appropriateness of telecommuting and the preparedness of the employee to telecommute. Preparedness of the employee includes:
 - 1. Eligibility.
 - 2. Readiness of a reasonable virtual location with a designated workspace to the best of the employee's ability.
 - 3. Resources needed to telecommute.
 - D.** If the Request to Telecommute is approved, the supervisor and employee shall meet to review the terms of the Telecommuting Agreement, the job description/job duties, and performance expectations.
 - 1. If the Request to Telecommute is denied, the supervisor and employee will meet with the appointing authority to review the denial. The supervisor shall provide a reason to the employee and appointing authority in writing the reason for denial. The appointing authority may request HR involvement in the process. The decision of the appointing authority on the telecommuting arrangement is final. Positions at the E level and above are not allowed to appeal their supervisor's determination on telecommuting. A copy of the Telecommuting Policy shall be attached to the denial of the Request to Telecommute.
 - E.** The employee receives a copy of the Telecommuting Policy.
 - F.** A date is established for when telecommuting will begin.
 - G.** The supervisor or employee submits any requests for technology, equipment, or resources necessary to telecommute.
 - H.** The employee and supervisor execute a Telecommuting Agreement.
 - I.** Annually, the supervisor will conduct a performance evaluation on the telecommuting employee and reauthorize the Telecommuting Agreement for up to one (1) year based upon business need.
 - 1. The employee and supervisor shall review the Telecommuting Policy and execute a new Telecommuting Agreement.
 - J.** The telecommuting employee, their supervisor or division head, or Human Resources may discontinue the Telecommuting Agreement at any time for any reason in conjunction with the employee and Human Resources.
- VII.** Employee understands and agrees that employee's official, virtual work location (telecommute location) is the address listed below, and employee is expected to work solely from the telecommute location. The below information would be housed in HR. Employee is not authorized to work at any location other than the telecommute location without prior approval from employee's supervisor.
- A.** Address:

- B. City:
- C. State:
- D. Zip Code:
- E. Phone Number:

VIII. AUTHORITY AND CROSS REFERENCE LINKS

Currently, the Board of Regents, NSHE, and CSN Bylaws and policy do not address telecommuting for work at a home-based location.

- A. Alcohol and Drug Free Workplace Policy

IX. DISCLAIMER

The President has the discretion to suspend or rescind all or any part of this policy or related procedure(s). The President shall notify appropriate CSN personnel, including the Faculty Senate Chair, of the suspension or rescission. Questions about this policy should be referred to the CSN Recommending Authority (Human Resources).

X. SIGNATURES

Recommended by:

/s/ Maria Schellhase

Faculty Senate Chair

6/22/21

Date

/s/ James R. McCoy

Vice President Academic Affairs

6/23/21

Date

Reviewed for Legal Sufficiency by:

/s/ James Martines

General Counsel

6/24/21

Date

Approved by:

/s/ Federico Zaragoza

President

7/13/21

Date

XI. ATTACHMENTS

- A. History
- B. Request to Telecommute Form
- C. Telecommuting Agreement
- D. Alcohol and Drug Free Workplace Policy

ATTACHMENT A

HISTORY

- **Version 1:**
 - **07/13/2021: Approved by CSN President Federico Zaragoza**
 - **06/24/2021: Reviewed by General Counsel (J. Martines)**
 - **05/07/2021: Recommended by Senate Chair (M. Schellhase)**

TELECOMMUTING REQUEST FORM



Print this document to complete and sign it.

Employee Name: _____ Employee ID#: _____

Employee's Job Title: _____

Supervisor Name: _____ Department: _____

POSSIBLE WORK ADJUSTMENT OPTIONS (select a maximum of 2 options)

I am requesting the following work adjustment(s):

- _____ 1. Permission to telecommute, working 1-4 days per week from an alternate work location. Approval of this request requires a Telecommuting Agreement from the employee.
- _____ 2. Permission to telecommute 5 days per week from an alternative work location. Approval of this request requires a Telecommuting Agreement from the employee.

REASON FOR REQUESTING A WORK ADJUSTMENT (select only 1 option)

- _____ I would like to request an accommodation under ADA (please go to Page 2).
- _____ I would like to implement a telecommuting agreement.

EMPLOYEE UNDERSTANDS AND AGREES TO THE FOLLOWING:

- ✓ I understand I do not make an adjustment to my work schedule or work location on my own.
- ✓ I understand that filling out and submitting this form to my supervisor is not an approval of a telecommuting agreement.

Employee Name (print)

Employee Signature

Date

Received by Supervisor (Please initial and date): _____

Print this document to complete and sign it, then send it to your supervisor for any non-ADA request.



If the request is for an ADA accommodation, submit to Kathryn Egghoian, Benefits Coordinator in Human Resources at CSN – Kathryn.Egghoian@csn.edu. At such time, the interactive process will be initiated.

Human Resources recommends maintaining a copy of this completed document for your records and saving your email submission.

INSTRUCTIONS ON HOW TO SUBMIT TO YOUR SUPERVISOR OR HUMAN RESOURCES

You must print the document and complete and sign it, then send it to your supervisor for any non-ADA request. If the request is for an ADA request, submit to Kathryn Egghoian, Benefits Coordinator in Human Resources

Sending Options:

1. For non-ADA requests, scan and email to your immediate supervisor.

- a. If you are on campus, you can print and scan from your department copier.
- b. There is scanning software from Adobe (Adobe Scan), or you can download a free document scanning app from your app store.
- c. Take a picture of each page and attach each picture to an email to your supervisor.

2. For ADA requests, scan to Kathryn.Egghoian@csn.edu or mail to:

- a. Kathryn Egghoian
Benefits Coordinator
Human Resources
College of Southern Nevada
6375 W. Charleston Blvd., E-411
Las Vegas, NV 89146
(702) 651-7457 Office
(702) 651-7659 Confidential Fax

Human Resources recommends maintaining a copy of this completed document for your records and saving your email submission.

Attachment C

COLLEGE OF SOUTHERN NEVADA EMPLOYEE TELECOMMUTING AGREEMENT

I. EMPLOYEE INFORMATION

Last, First, M.I.

Campus Location

Employee #

Supervisor

Job Title

Department

II. EMPLOYEE & SUPERVISOR AGREEMENT

This document specifies the detail of an employee's telecommuting work arrangement with CSN. When all signatures are present, the employee is authorized to begin the telecommuting procedure as defined in this agreement. This telecommuting agreement may be discontinued by either the employee or the College at any time. Every effort shall be made to provide thirty (30) days notice of a change or discontinuance. There may be instances, however, where shorter notice may be necessary. The employee and supervisor initials and date which follow indicate acceptance of the terms of this arrangement:

_____ Employee _____ Supervisor

III. DESIGNATED WORK HOURS, WORKPLACE & ACCESSIBILITY

Number of telecommuting work days per week: _____ Day(s) of the Week (check all that apply): M T W R F

Will these day(s) be the same each week? Y N (If no, explain): _____

Specify core hours of telecommuting: _____ Total hours per day: _____

Specify physical address of telecommuting location:

_____ Address _____ City _____ State _____ Zip Code

Note: The employee is required to use available personal leave time (i.e., sick leave, annual) for personal business at his/her home and should notify supervisor prior to usage, in accordance with policy and location reporting procedures. The employee will be required to complete and submit a Leave Request prior to the personal leave event.

By initialing below, the employee accepts and understands that during the telecommuting period to:

- a) Immediately notify his/her supervisor of a change in residence
- b) Understand CSN's Workers' Compensation program and reporting procedures.
- c) Know that non-work activities, including basic home tasks such as cleaning, laundry, lawn work, etc. are prohibited.
- d) Not conduct meetings or have business related visitors, unless pre-approved by supervisor. Meetings should take place at CSN locations.
- e) Understand that child and/or family care is prohibited.

_____ Employee Initials

IV. JOB DESCRIPTION, DUTIES & RESPONSIBILITIES:

The position description outlines the job duties and responsibilities for the employee at the telecommuting location and at CSN primary employment location. Attach the official position description and clearly delineate where each job duty will be performed and the percentage of the time it will be performed.

V. EQUIPMENT & TECHNICAL SUPPORT:

If CSN-owned equipment is being used by the telecommuter at the remote location, the employee must submit a signed copy outlining all equipment taken. The employee agrees to follow CSN procedure regarding the use of equipment.

Employee: _____

If CSN-owned equipment, hardware, and/or software is not being used, the employee (telecommuter) agrees to discharge CSN and its employees, vendors and contractor's from any liability regarding non-CSN owned software, hardware and equipment.

The telecommuter agrees to access CSN technical support through previously arranged instructions by contacting CSN OTS.

VI. COMMUNICATION & ACCESSIBILITY:

Home Phone Number: _____ Cell Phone Number: _____

Employee and supervisor authorize the following people to have this phone number and authorize telephone calls to employee for business purposes only on days of telecommuting as defined in this agreement.

Employees CSN telephone extension will be forwarded to: Home Number: _YN Cell Number: _YN

If not forwarded, calls will be handled by (specify name and CSN phone extension): _____

Employee will telephone no later than _____(am / pm) on telecommuting days to Supervisor _

Other designated procedures/emergency contacts:

VII. CONFIDENTIALITY OF DATA AND RECORDS MANAGEMENT

The employee agrees to maintain the highest standards of safeguarding CSN information and material in the telecommuting location. Additionally, the employee agrees to the following measures to ensure the confidentiality of data, preservation and retention of records and to maintain the integrity of the telecommuting program:



ALCOHOL AND DRUG-FREE WORKPLACE – POLICY STATEMENT

Alcohol and drug-abuse and the use of alcohol and drugs in the workplace are issues of concern to the State of Nevada. It is the policy of this State to ensure that its employees do not: report for work in an impaired condition resulting from the use of alcohol or drugs; consume alcohol while on duty, at a work site or on State property. Any employee who violates this policy is subject to disciplinary action. The specifics of the policy follow:

1. As provided by statute, any State employee who is under the influence of alcohol or drugs while on duty or who applies for a position approved by the Personnel Commission as affecting public safety is subject to a screening test for alcohol or drugs.
2. Emphasis will be on rehabilitation and referral to an employee assistance program when an employee is under the influence of alcohol or drugs while on duty. The appointing authority shall, however, take into consideration the circumstances and actions of the employee in determining appropriate disciplinary action.
3. Any State employee who is convicted of violating a federal or state law prohibiting the sale of a controlled substance must be terminated as required by NRS 193.105, regardless of where the incident occurred.
4. Any State employee who is convicted of driving under the influence in violation of NRS 484.379 or any other offense for which driving under the influence is an element of the offense, and the offense occurred while he was driving a State vehicle or a privately owned vehicle on State business, is subject to discipline up to and including termination.
5. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is prohibited. Any State employee who is convicted of unlawfully giving or transferring a controlled substance to another person or who is convicted of unlawfully manufacturing or using a controlled substance while on duty or on the premises of a State agency will be subject to discipline up to and including termination.
6. The term, controlled substance means any drug defined as such under the regulations adopted pursuant to NRS 453.146. Many of these drugs have a high potential for abuse. Such drugs include, but are not limited to, heroin, marijuana, cocaine, PCP, and crack. They also include legal drugs which are not prescribed by a licensed physician.
7. Each State employee is required to inform his or her employer within five (5) days after he or she is convicted for violation of any federal or state criminal drug statute when such violation occurred while on duty or on the employer's premises.
8. Any agency receiving a federal contract or grant must notify the U.S. Government Agency with which the contract or grant was made within ten (10) days after receiving notice that an employee of the agency was convicted within the meaning used in paragraph 7, above.

This policy is applicable to all classified and unclassified employees of agencies in State government. Specific federal guidelines, statutory provisions and regulations applicable to this policy are set down in the Drug Free Workplace Act and Chapter 284 of the Nevada Revised Statutes and Nevada Administrative Code.

The policy does not restrict agencies from augmenting the provisions of this policy and procedures which are necessary to carry out regulatory requirements of the Drug Free Workplace Act