

NEGOTIATION AGREEMENT

Between

CHURCHILL COUNTY SCHOOL DISTRICT

And the

**NEVADA CLASSIFIED SCHOOL EMPLOYEES
ASSOCIATION**

2005-2007

Ratified June 2006

TABLE OF CONTENTS

TABLE OF CONTENTS		2
PREAMBLE		3
ARTICLE I	Definitions	4
ARTICLE II	Recognition	6
ARTICLE III	NCSEA Executive Committee	7
ARTICLE IV	Negotiations	8
ARTICLE V	Grievance Procedure	10
ARTICLE VI	Discharge and Disciplinary Procedures	15
ARTICLE VII	Employee Protection	16
ARTICLE VIII	Sick Leave	17
ARTICLE IX	Family Illness	19
ARTICLE X	Personal Leave	20
ARTICLE XI	Maternity, Child Rearing and Adoption Leave	21
ARTICLE XII	Bereavement Leave	22
ARTICLE XIII	Military Leave	23
ARTICLE XIV	Annual Leave	24
ARTICLE XV	Association Leave	25
ARTICLE XVI	Leave of Absence	26
ARTICLE XVII	Holiday Schedule	28
ARTICLE XVIII	Temporary Assignments	29
ARTICLE XIX	Transfer Policy	30
ARTICLE XX	Reduction in Force	32
ARTICLE XXI	Deductions	32
ARTICLE XXII	Salary	34
ARTICLE XXIII	Benefits	39
ARTICLE XXIV	School Bus Drivers	40
ARTICLE XXV	Exchange Days	42
ARTICLE XXVI	General Saving Clause	43
ARTICLE XXVII	Term of Agreement	44
MEMORANDUM OF UNDERSTANDING	Job Description Review	45
LETTER OF AGREEMENT	Work Load Study	45
LETTER OF AGREEMENT	Scheduled Working Hours	45
LETTER OF AGREEMENT	Conversion to YRE Schedule	45
LETTER OF AGREEMENT	Multiple Part Time Postions	46
MEMORANDUM OF UNDERSTANDING	Premium Bid for Part-Time Employees ..	46
MEMORANDUM OF UNDERSTANDING	Benefit Package	46
MEMORANDUM OF UNDERSTANDING	Early Retirement Incentive & Sick Leave	46
MEMORANDUM OF UNDERSTANDING	SALARY	47
MEMORANDUM OF UNDERSTANDING	AB673	47
APPENDIX A	SALARY SCHEDULE	49

PREAMBLE

This agreement is made and entered into by and between the Churchill County School District, State of Nevada, hereinafter referred to as the "School District" and the Nevada Classified School Employees Association, Chapter 5, hereinafter referred to as the "Association".

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith and in compliance with NRS 288, and

WHEREAS, members of the classified employees in the District have the right to join, or not join, any organization for their professional or economic improvements,

WHEREAS, all provisions of Chapter 288, Nevada Revised Statutes, are made a part of this Agreement by reference:

NOW THEREFORE IT IS AGREED:

ARTICLE I - DEFINITIONS

- 1-1 The term "NRS 288", as used in this Agreement, shall refer to the Statutes of Nevada known as the Local Government Employee-Management Relations Act.
- 1-2 The term "Employee", as used in this Agreement, shall refer to all Churchill County School District staff members included in the bargaining unit covered by Article II of this agreement. Employees who work less than full-time will be calculated as an FTE for staffing, salary and benefit distribution, i.e. 3 hour 45 minute bus driver = 46.9% (2000)
- 1-3 The term "Full time, year-round" employee, as used in this Agreement, shall mean Churchill County School District staff members that work a forty hour (40) workweek for twelve (12) months per year.
- 1-4 The term "Probationary Employee", as used in this Agreement, shall mean a classified employee at will, who is in his/her first year of employment. (1998)
- 1-5 The term "School Trustees", as used in this Agreement, shall mean the Board of School Trustees of the Churchill County School District, and is the entity known as the Local Government Employer in NRS 288.
- 1-6 The term "Association", as used in this Agreement, shall mean the Nevada Classified School Employees and Public Workers Association, Chapter 5, AFT/PSRP AFL/CIO Local 6181 (2006)
- 1-7 The term "District", as used in this Agreement, shall mean the Churchill County School District.
- 1-8 The term "Superintendent", as used in this Agreement, shall mean the Superintendent of Schools of the Churchill County School District or his/her designated representative.
- 1-9 The term "District Administrator", as used in this Agreement, shall mean the Superintendent and Assistant Superintendents. (1998)
- 1-10 The term "Site Administrator", as used in this Agreement, shall mean the Principal of a school site. (1998)
- 1-11 The term "Director", as used in this Agreement, shall mean the licensed employee responsible for administering program departments of the district. (1998)
- 1-12 The term "Manager", as used in this Agreement, shall mean the non-licensed employee managing district departments and providing direct supervision of classified staff as determined by the Board of Trustees [Refer to job classification manuel 2004]. (2004)
- 1-13 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agents. Despite references herein to "School Trustee" and "Association" as such, each reserves the right to act hereunder by Committee or designated representatives.

- 1-14 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.
- 1-15 The term "Agreement" refers to the name of this document, being the "Negotiation Agreement between the Churchill County School District and the Nevada Classified School Employees Association."
- 1-16 The term "Vacancy", as used in this Agreement, shall mean any position previously held by a classified employee or a new classified position approved by the Board. (1998)
- 1-17 The term "Immediate Family", as used in this Agreement, shall mean the employee's parents, spouse, children, brothers, sisters, grandparents, great-grandparents, uncles, aunts, nephews, nieces, grandchildren, 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, nephew-in-law, niece-in-law, granddaughter-in-law, grandson-in-law, great-grandson-in-law, great-granddaughter-in-law, step-parents, step-children, foster parents, and foster children.
- 1-18 The term "Job Family", as used in this Agreement, shall mean the part of the Classified Manual dated October 2004, as periodically updated to reflect job duties. Those job families include Secretarial/Clerical, Accounting, Maintenance and Operations, Food Service, Transportation, Bus Drivers, Instructional Assistants, Health Aide & Classified School Nurse, Campus Security, Warehouse Worker and Computer Technician. (2004)
- 1-19 The term "day" as used in this agreement, shall be defined, as "a day the district office is open." (2000)
- 1-20 Seniority is defined as "the total number of days or fraction thereof, that the person was continuously employed as a classified employee with the district, except in the case of a break in service (termination, resignation) seniority will commence with the rehire date or return to work date." (2000)
- 1-21 The term "Voluntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee with application. Transfers maybe changes in work assignments, changes within the same job family or changes between different job families and may be district wide or within the same site. (2000)
- 1-22 The term "Involuntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee without application. (2000)
- 1-23 Hire Date as specified by the Superintendent or his/her designee shall be the first date of seniority. (2006)

ARTICLE II - RECOGNITION

- 2-1 The Board of Trustees recognizes the Association as the exclusive negotiation representative of the bargaining unit of the Churchill County School District, subject to the provisions of NRS 288.
- 2-2 The bargaining unit shall be composed of all classified employees who are regularly scheduled to work throughout the school year and those scheduled to work as full-time or year-round employees. A classified employee is an employee working in a classified position as described in the Classified Manual dated October 2004, whose employment was approved as a result of school board action. (1994). The bargaining unit is further defined in the classification manual adopted by the Board and Association effective October 2004, and includes all those classifications listed therein except managerial personnel. (2004)
- 2-3 Recognition shall entitle the Association to payroll deductions of membership dues as outlined in Article III below.
- 2-4 Anyone wishing to withdraw their membership from NCSEA #5 will be permitted to do so only between September 1 and September 15 of any year. Any intent to withdraw must be submitted to the secretary of the association and the administration office prior to September 15 but not before August 15 of the year of requested withdrawal. (1995)
- 2-5 The Association recognizes that the Board of Trustees as representatives of the electorate has final responsibility for establishing policies for the school district.
- 2-6 The purpose of this recognition is the mutual agreement of all parties to negotiate in good faith in regard to negotiable items as set forth in NRS 288.150.
- 2-7 If at any time, during the life of this agreement, the District approves the changing of existing classification titles or the instituting of new ones, the parties will immediately discuss the placement of said classifications in the bargaining unit, as delineated above.
- 2-8 The District will notify the President of the NCSEA Churchill Chapter of the employee changes specified in the proposal. The NCSEA Churchill Chapter President should notify the NCSEA State Office of the changes. (2004)

ARTICLE III - NCSEA EXECUTIVE COMMITTEE

- 3-1 The NCSEA Executive Committee shall meet from time to time during the school year in a manner mutually agreeable to its members. The Committee shall seek the following objectives:
- (a) To gather information and make recommendations to the Superintendent and to the Board of Trustees relating to the establishment of a fair, effective and uniform method of accomplishing employee evaluations, including evaluation forms, criteria, and procedures.
 - (b) To improve the morale of the District classified staff.
 - (c) To apprise a principal, the Superintendent, or the Board of Trustees, as the case may be of actual or potential problems involving the classified staff at any area.
 - (d) To secure the maximum involvement of all members of the classified staff is the primary goal of the District.
 - (e) To improve communications between school administration and members of the classified Staff.
- 3-2 To accomplish the objectives listed above for the Committee, the Administration and/or supervisors shall meet with the committee at the request of either party to discuss school and/or district operations. Committee members shall likewise be free to meet with the Superintendent or his/her designated representative. The committee may meet with the District's Board of Trustees upon mutual consent of the parties. Any meetings held at the request of the Administration, supervisors or the Board will be held at a time that does not conflict with the normal work schedule of the committee members. If this is not possible, no salary deduction will be made.

ARTICLE IV - NEGOTIATIONS

4-1 Place of Meeting:

All meetings will be held in the Board Room of the Administration Building at 545 East Richards Street, Fallon, Nevada, or at such other locations as may be mutually agreed upon.

4-2 Meetings will be held on Mondays and/or Wednesdays, determined by mutual consent. Meetings shall commence at 4:00 p.m. and conclude at 6:00 p.m. Dates and times may be changed by mutual consent, provided that if meetings are held during work hours, no member of either team shall be subject to a salary deduction because of attendance at such negotiating meetings.

4-3 Recordation:

Each party shall have the right to record all sessions in any manner appropriate.

4-4 Open vs. Closed Sessions:

All sessions shall be closed except by mutual agreement to the contrary.

4-5 News Releases:

News Releases shall be issued concerning negotiations by mutual decision of the parties. If an Impasse is reached, this restriction shall not apply.

4-6 Agenda:

A tentative agenda will be discussed at the close of each meeting. Items will not be considered Discussion other than those listed unless by mutual agreement of the negotiating panels.
A tentative agenda will be discussed at the close of each meeting. Items will not be considered

4-7 Caucuses:

Either party may call a caucus at any time.

4-8 Reports to Superiors:

Both the Churchill County School District negotiating team and the Nevada Classified School Employees Association negotiating team retain the right to report progress of negotiations to the classified personnel of the school district and to the Board of School Trustees.

4-9 Panels:

Each negotiating team or panel may consist of people of their own choosing, with names added or deleted at any time.

4-10 Consultants:

A consultant is not considered a part of or representing the negotiating panel and shall be consulted during negotiations only with respect to facts, information, and specific points when called upon. Whenever possible, a negotiating panel using the services of a consultant shall give the other party

such advance notification as is possible of the attendance of a consultant at the next scheduled meeting and the reason for said consultant's presence.

- 4-11 Chairperson:
Each negotiating panel shall designate its chairperson at the first or initial meeting of the negotiating process. However, anyone may speak.
- 4-12 Tentative Agreement:
Both parties shall sign each tentatively "agreed to" item. The chairperson of each respective team will do signing and signature by the chairperson will represent panel support of the article tentatively agreed to.
- 4-13 Notices:
All correspondence pertaining to negotiations shall be sent to the following:
CCSD - Negotiator
NCSEA- Negotiator
- 4-14 Presentation of Proposals:
The initial meeting will be set to establish a procedure for the presentation of proposals by both parties and ground rules.
- 4-15 Money Proposals:
Any proposals, which will involve the allocation of monies, must include an estimate of the cost, based upon the best information available at the time of making the proposal.
- 4-16 Withdrawal of Item:
Either party may, at any time, withdraw an item from its list of items to be negotiated, provided said item is not on the other party's list of items to be negotiated.
- 4-17 Impasse:
In case of impasse in the course of negotiations concerning amendments to this agreement, the article or provisions at issue may be submitted to fact finding in the manner provided for in NRS 288. However, the parties also agree to reserve the right to waive the timelines set forth in NRS 288 should they mutually agree to do so. (1995)

ARTICLE V - GRIEVANCE PROCEDURE

5-1 Definitions

- 5-1-1 A grievance is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any of the provisions in this agreement and/or school trustees' policies insofar as such policies and the application thereof affect classified personnel with respect to all matters covered by this agreement and all matters with respect to which there is mandatory bargaining under the provisions of NRS 288. The adoption or amendment of policies by the school trustees is in no way subject to the provisions of Article V.
- 5-1-2 An "aggrieved person" is a classified employee, a group of classified employees, or the Association asserting a grievance. (1996)
- 5-1-3 A "party in interest" is any person or persons, with reference to his/her contract, who takes action or against whom action is taken in order to resolve the complaint
- 5-1-4 The term "day" when used in this article is defined as a day the district office is open. (1996)

5-2 Purpose

- 5-2-1 The purpose of this article is to provide a clearly outlined procedure whereby classified personnel may secure a full hearing and resolution of their grievances under this agreement.

5-3 Informal Discussion

- 5-3-1 Both parties encourage employees covered by this agreement to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude a classified person with a potential grievance from informally discussing the problem with their immediate supervisor prior to filing a formal grievance although such discussions are not a part of the formal grievance procedure.
- 5-3-2 If a classified person requests an informal discussion with his/her immediate supervisor concerning the subject matter of a potential grievance, such informal discussions will be held as soon as reasonably possible.
- 5-3-3 It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this article.
- 5-3-4 Both parties may agree to extend the time lines of 5-4-1-1 in order to pursue a possible solution to a pending problem at the informal level. If a time line extension has been initiated, the time line countdown will begin again when either party notifies the other that the informal process is over. This will be done in writing and will include the number of days counted as of the date of the agreement to extend the time line.

5-4 Procedure

5-4-1 Level One - Immediate Supervisor

- 5-4-1-1 A grievance as defined, must be filed in writing, alleging which terms or provisions of this agreement and/or school trustees' policy under which the dispute arose, and must be filed no later than fifteen (15) work days after the classified person or the Association first knew, or should have known, and received proper notification of the act or condition upon which the grievance is based. (1996)
- 5-4-1-2 The written grievance must first be presented to the affected classified person's appropriate supervisor or his/her designee.
- 5-4-1-3 The above condition(s) do not prevent the party in interest from first discussing the issue with his/her immediate supervisor with the object of resolving the issue informally.
- 5-4-1-4 Within ten (10) workdays after the receipt of a grievance, the appropriate supervisor or his/her designee, shall meet with the affected classified person for the purpose of discussing the merits of the grievance involved.
- 5-4-1-5 The appropriate supervisor or his/her designee shall forward to the affected classified person within ten (10) workdays after the meeting referred to in subparagraph 5-4-1-4 above, a written response to the grievance.

5-4-2 Level Two - Superintendent (or his/her designee) of Schools

- 5-4-2-1 In the event the grievance is not resolved at Level One, the affected classified person may submit the unresolved written grievance to the Superintendent or his/her designee no later than ten (10) workdays after receiving the written reply from his/her immediate supervisor.
- 5-4-2-2 If the grievance is not filed within the time limit (ten [10] work days), the grievance is withdrawn.
- 5-4-2-3 The Superintendent or his/her designee shall meet with the affected classified person and/or a representative of the classified person's own choosing within ten (10) workdays after receiving the grievance.
- 5-4-2-4 The Superintendent or his/her designee shall forward to the affected classified person within ten (10) workdays after the meeting referred to in subparagraph 5-4-2-3 above, a written response to the grievance.

5-4-3 Level Three - Board of School Trustees

In the event the grievance is not resolved in Level Two, the affected classified person may submit the unresolved written grievance to the Board of School Trustees no later than ten (10) workdays after receiving the written reply from the Superintendent.

5-4-3-1 If the grievance is not filed within the time limit, ten (10) workdays, the grievance is withdrawn.

5-4-3-2 The Board of School Trustees shall meet with the affected classified person and/or a representative of the classified person's own choosing at the next regularly scheduled board meeting to hear the case of the grievance.

5-4-3-4 The Board shall forward its written response to the grievance no later than two (2) scheduled board meetings.
(2003)

5-4-4 Level Four - Arbitration

5-4-4-1 In the event the grievance is not resolved in Level Three, the Association or the individual classified person, if being taken by a classified person asserting his/her rights under NRS 288.140.2, not later than ten (10) work days after receipt of the written reply from the Board of School Trustees, may request arbitration in accordance with the provisions set forth below. A request for arbitration shall be made by delivery to the Superintendent or his/her designee of a written notice of intent to arbitrate, provided that in the event such action is being taken by a classified employee acting as an individual, a copy of such request shall be delivered at the same time to the Association.

5-4-4-2 Within five (5) days after written notice of submission to arbitration, the Superintendent and the Association or the individual classified person as provided for in the preceding section shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If within thirty (30) days the parties are unable to agree on an arbitrator, either party shall make a request for a list of seven (7) arbitrators to the American Arbitration Association or the Federal Mediation and Conciliation Service. Within ten (10) days after receipt of the list from AAA or FMCS, the parties shall select an arbitrator from the list by alternately striking one name until the name of one-arbitrator remains that shall be the one to hear the dispute in question. The Association shall strike the first name. The parties have a mutual obligation to promptly acknowledge and provide notice of receipt of correspondence from AAA or FMCS and/or the arbitrator.

- 5-4-4-2-1 The arbitrator shall promptly schedule a hearing on the matter complained of, at which time each of the parties in interest may present evidence, examine and cross-examine witnesses, and submit legal arguments in support of their respective contentions. In the event of a classified person acting as an individual, the Association shall be entitled to be present at the hearing and to submit written arguments if the Association contends that the Association's rights under NRS 288.033.2 or 288.140.2 are involved. The arbitrator may make such further inquiry or investigation as he/she deems necessary and, unless extended by mutual agreement, shall issue his/her report within thirty (30) days from the final hearing day or submission of briefs, whichever is later.
- 5-4-4-2-2 Unless such rules are in conflict with this agreement or any provision of NRS 288, the arbitrator and the arbitration proceedings shall be governed by the arbitration rules of the American Arbitration Association or the Federal Mediation and Conciliation Service, whichever entity's arbitrator list has been utilized in the selection of the arbitrator.
- 5-4-4-3 All hearings held by the arbitrator shall be closed sessions, and no news releases shall be made concerning the progress of the hearings. The arbitrator's decision shall be submitted in writing to the aggrieved, the Board of School Trustees and the Association only, and shall set forth his/her findings of fact, reasoning, and decisions on the issues submitted. The arbitrator's decision shall be final and binding on all parties to this agreement and shall be in accordance with the terms and conditions of this agreement. The arbitrator shall not have the authority to alter or amend in any way the provisions of this agreement.
- 5-4-4-4 Arbitration awards that involve retroactivity of pay shall not be made retroactive more than thirty (30) days prior to the date of filing of the grievance and in no event shall the District be liable for more than forty (40) work days of retroactivity.
- 5-4-4-5 The expenses of arbitration shall be shared equally by the School district and the Association and/or the individual classified persons involved; however, if the demand for arbitration is made and not further pursued then administrative fees shall be paid by the one making the demand.

5-5 Miscellaneous

- 5-5-1 Any party of interest may be represented at any level of the formal grievance procedure by a person or persons of his/her own choosing.
- 5-5-2 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other representative or any other participant in the grievance procedure by reason of such participation.
- 5-5-3 No written or printed matter dealing with the processing of a grievance will be placed in the aggrieved person's or any other interested participant's permanent personnel file while the processing is in progress. When a grievance is resolved, all written and printed materials acquired during the processing will be destroyed, unless such materials substantiated a violation of the Professional Practice Act in which case this material will be placed in the personnel file of the individual(s) concerned.
- 5-5-4 If, in the judgment of the Association, and after notification in writing to all immediate supervisors of all involved, a grievance affects a group of classified persons, the Association shall submit such grievance in writing to the Superintendent or his/her designee directly and the processing of such grievance shall begin at Level Two.
- 5-5-5 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and an effort shall be made to expedite the process. The time limits specified may be extended by mutual agreement.
- 5-5-6 If meetings and hearings are called during school hours, no classified person and/or his/her designated representatives shall be subject to a salary deduction because of attending such meetings and/or hearings.
- 5-5-7 All expenses incurred by either party in the preparation or presentation of its case is to be borne solely by the party incurring such expenses.
- 5-5-8 If written notice of a grievance is not filed at each level of the grievance procedure within the time limit specified, the grievance will be conclusively deemed to have been withdrawn without prejudice.

ARTICLE VI - DISCHARGE AND DISCIPLINARY PROCEDURES

- 6-1 No member shall be reduced in pay or position, suspended, discharged or removed nor shall the District take any form of corrective action against any member in the bargaining unit except for just cause.
- 6-2 The School District agrees that principles of progressive corrective action will be followed with respect to minor offenses; that is, an oral warning for the first offense and any subsequent offenses where such action is deemed appropriate by the District, one or more written reprimands prior to any suspension for subsequent minor offenses, thereafter, more severe corrective action may be taken. The District will give copies of all formal written disciplinary actions taken to the employee.
(2000)
- 6-3 Written reprimands resulting in suspensions of five (5) days or less will be removed by the District from the employee's personnel file two (2) years after the effective date of the reprimand or suspension providing there are no intervening reprimands or suspensions during the two (2) year period. Written reprimands not leading to nor resulting in a suspension shall be removed twelve (12) months after the effective date of the reprimand.
- 6-4 Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the Grievance Procedure as provided herein.
- 6-5 An employee who receives a performance evaluation that the employee is not satisfied with may attach a written response explaining the employee's point of view. Such attachment will be a part of the employee's personnel file.
(2004)
- 6-6 An employee who receives an overall unsatisfactory evaluation or an overall unsatisfactory evaluation with a recommendation for termination will be granted an administrative hearing with the Superintendent, or his/her designee, upon submitting a written request within ten (10) days of receiving said evaluation.
(2004)

ARTICLE VII - EMPLOYEE PROTECTION

- 7-1 The District will defend its classified personnel in any civil litigation or other damage claim arising from the employee's conduct within the course and scope of his/her employment with the District. The extent of such legal assistance is that available in connection with the liability insurance, which is and shall be maintained by the District for that purpose.

ARTICLE VIII - SICK LEAVE

- 8-1 All classified employees will be credited with 15 days sick leave each contract year. A sick leave day is defined as the equivalent to the number of hours an employee works in a day.
- 8-2 An employee whose accumulated sick leave exceeds the number of days hired annually with the days earned during the year shall use the credited days before using any of the accumulated days. (2000)
- 8-3 In the event a classified employee does not complete the number of days required by his/her employment, the number of sick days used in excess of the number of prorated days entitled will be deducted when the final pay of the terminating employee is computed. Employees who begin service late in the year will be credited with the number of day's leave that may be entitled.
- 8-4 Leave with pay for surgery or similar medical procedure will be allowed if the attending physician recommends that the operation should not be postponed and it satisfactorily appears that the procedure could not have been accomplished before the commencement of the school year. (2000)
- 8-5 Sick leave benefits will be granted for illness and/or doctor-dental appointments.
- 8-6 The Superintendent may compel the taking of sick leave, if, based upon reasonable medical information, he determines the same to be in the best interests of the employee and/or district.
- 8-7 In cases of extended absence, or when a pattern of chronic or repeated absences occur, the Superintendent or department head may require a written verification from an attending physician attesting to an illness or medical disability for which sick leave is being taken.
- 8-8 Employees who voluntarily terminate employment with Churchill County School District will be granted payment for unused sick leave on the following conditions:
- (a) Five (5) consecutive years of contracted employment in the district.
 - (b) Employees must have notified the district no less than thirty days (30) prior to the effective date of termination. (2004)
 - (c) Employees must not been dismissed by the District.
 - (d) In the event of death of a classified employee, payment for unused sick leave shall be made to the beneficiaries.

Employees will be paid twenty-five (25) percent of each day of unused sick leave, not to exceed \$40 (forty dollars) per day, up to a maximum of 200 days. (2004)

The maximum aggregate sick leave payments available yearly under this contract is \$35,000. If the demand in any one (1) year is in excess of the amounts available, the \$35,000 will be divided by the total number of accumulated sick leave days and the quotient multiplied by each employee's sick leave days. However, the minimum amount any individual will receive will be \$20 (twenty dollars) for each day of unused sick leave. (2004)

8-9 Employees on the classified salary schedule shall have an accumulation of sick leave equal to the term of the employee's number of days hired annually.

8-10 Sick Leave Bank

(a) Under this agreement, any classified employee covered by this agreement shall become a member of the sick leave bank by contributing one (1) sick leave day. The minimum accumulated equivalent days in the sick bank shall be 400 equivalent days. When the accumulated sick leave days fall below 400 equivalent days, all classified employees shall contribute one (1) sick leave day to the sick leave bank. Classified employees may request extra sick days from the sick leave bank for their own long-term disability or illness. Should a member of the bank have some misfortune of having a long-term disability or illness consisting of at least ten (10) or more consecutive days and have exhausted all of their sick leave days, they or an immediate family member may request additional sick leave days from the bank. They must submit this request in writing by completing the application and submitting it to the personnel office. If the request is for more than ten (10) days, a written statement from their doctor must accompany their request. The personnel office will notify the Executive Committee. The Executive Committee will be made up of the Classified President, two appointed members of the Classified Association and an appointee by the Superintendent. (2000)

(b) Upon receipt and approval of a sick leave request, the Executive Committee will notify the district business office.

(c) The number of days extended to a request will be determined by the number of days contributed, but not to exceed 10 days unless additional days are available and approved by the Committee. The maximum cumulative number of days, which any one person can be granted from the bank during his/her period of employment with the district, is sixty days (60). Persons who have used the bank must, upon leaving the district, reimburse the bank those borrowed sick leave days even if those days will exceed the cap, before being paid for unused sick leave as afforded in Article 8-7. (2004)

(d) A yearly update of accumulated days in the sick bank will be provided by the District to the Association by September 1st of each year. (1998)

(e) All classified employees will be automatically enrolled into the sick leave bank each year. A waiver must be submitted to the personnel department by September 15th if a classified employee does not wish to be a member of the sick leave bank. (2000)

8-11 When a classified employee becomes a licensed employee all accumulated sick leave days shall stay with the employee. (2006)

ARTICLE IX - FAMILY ILLNESS

- 9-1 The District will grant leave of absence, with pay, to be deducted from accumulated sick leave, to any employee unavoidably absent because of illness or injury to the employee's own children or immediate family. This provision shall also apply to adoption and childcare and paternity leave. (1998)
- 9-2 Leave granted for adoption, childcare immediately following birth or adoption, and paternity leave will apply only to the mother and/or father of the new child. (1998)
- 9-3 The Superintendent may, in his/her discretion, grant additional leave for family illness beyond that set forth in 9-1, in which case salary deductions shall be limited to the substitute employee's pay scale.

ARTICLE X - PERSONAL LEAVE

- 10-1 All classified employees shall be granted five (5) days of personal leave each year. Two days shall be granted at no salary deduction. The third and fourth days shall be granted with deduction in pay limited to fifty (50) percent of the employee's regular salary. The fifth day shall be granted with full deduction in salary. Except in cases of emergency, one day's advance notice, in writing, of intent to use personal leave will be given.
- 10-2 Personal leave may be refused during the first and last week of school and/or the day before or after any scheduled vacation.
- 10-3 If a classified employee uses neither of the two days personal leave at no salary deduction, he/she may elect to:
- a. Convert the unused days to sick leave; or
 - b. Receive payment from the District at the rate of \$30 per day. (1994)
- 10-4 Leave shall be granted, with no deduction in pay for any classified employee required to be absent from assigned duties by reason of his or her appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which the employee's attendance is compelled by a duly issued subpoena or court summons. Employee must provided document to site administrator. (2006)
- 10-5 Any moneys issued employee by court of law for his/her appearance, as a juror shall be turned over to the District, who will then determine if any moneys should be returned to the employee.
- 10-6 The leave provisions of paragraph 10-4 shall not apply to an employee when making a voluntary appearance in court proceedings. In all instances of voluntary court appearance, leave shall be granted upon prior application to the Superintendent and with deduction in pay as outlined in Article X, section 10-1 Personal Leave. (2004)

ARTICLE XI - MATERNITY, CHILD REARING AND ADOPTION LEAVE

- 11-1 A classified employee who becomes pregnant during the school year, becomes disabled due to the pregnancy, miscarriage, childbirth or recovery there from, may use her accrued sick leave. If the employee is unable to return to her position after using her accrued sick leave, she may apply for a leave of absence, without pay, for a period of not to exceed one (1) calendar year, provided: (1998)
- a. The classified employee has worked for the District one (1) full year.
 - b. The classified employee gives written notice to the Superintendent of her desire to return to work ninety calendar days (90) before the end of the leave.
 - c. Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.
 - d. Such request must be accompanied by a birth certificate if appropriate.
- 11-2 A classified employee who becomes pregnant during her term of employment but who has not completed one (1) calendar year working in the Churchill County School District may resign her position at such time she and her physician conclude it is in her best interest. The employee may be considered for re-employment at such time a vacancy occurs for which she may be qualified. (1998)
- 11-3 An employee shall be granted a child-rearing leave without pay not to exceed one (1) full calendar year upon written application to the Board of Trustees submitted at least six (6) weeks prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate. (1998)
- 11-4 No benefits shall accrue to the employees while on a child-rearing leave, except that the employee shall be credited with one (1) year of service for salary advancement if he/she worked the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.
- 11-5 In the event a female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the employee may continue her child-rearing leave.
- 11-6 An employee shall be granted an adoption leave without pay not to exceed twelve (12) calendar months upon written application to the Board of Trustees submitted at least six (6) weeks prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate. A leave shall commence no later than nine (9) months after the placement of the child in the home. Three (3) months prior to the expiration of the leave, the employee shall notify the School District whether he/she plans to return to work. Failure to notify the District shall be interpreted as an indication of employee's decision not to return to work.
- 11-7 Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee worked the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

ARTICLE XII - BEREAVEMENT LEAVE

- 12-1 Employees will be granted leave of absence of not more than fifteen (15) consecutive working days with pay, per occasion, to be deducted from sick leave, for bereavement in the immediate family. (See Article I for definition of immediate family). Bereavement leave will include necessary travel time. (1996)
- 12-2 Bereavement leave may be extended with the approval of the Superintendent; any extension granted will be deducted from accrued sick leave. If sick leave is not available, salary deduction limited to fifty (50) percent shall be made.
- 12-3 Classified employees may be granted leave, upon application to the superintendent, of not more than five (5) working days per year at 50% salary deduction when a situation is not covered in 12-1. (2000)

ARTICLE XIII - MILITARY LEAVE

- 13-1 Employees shall be entitled to military leave, as now or hereafter authorized by law, to participate in National Guard or other military training. There shall be no loss of seniority, sick leave, or annual leave rights during such leave. An employee shall receive his/her regular pay, not to exceed fifteen (15) calendar days per year, while on such leave. Where required by the nature of an employee's military obligation, leaves without pay in excess of fifteen (15) calendar days may be granted for military service in time of war, national or state emergency, as proclaimed by the proper federal or state authorities, with reinstatement to be made at the expiration of such required period of leave as now or hereafter authorized by law.

ARTICLE XIV - ANNUAL LEAVE

- 14-1 Employees are encouraged to take their leave in a timely manner.
- 14-2 Full-time, year-round classified employees shall be entitled to two weeks (ten working days) paid annual leave each year during their first five years of employment. After five (5) consecutive years of employment, a full-time, year-round classified employee shall be entitled to three weeks (fifteen working days) paid annual leave. After fifteen (15) years of consecutive employment, a full-time, year-round classified employee shall be entitled to four weeks (twenty [20] working days) paid annual leave.
- (a) If an employee accepts a position that accrues annual leave, and immediately preceding the acceptance of such position was in continuous full-time employment with the School District, such prior service time shall be included in determining the rate at which annual leave shall accrue. This rate shall be prorated dependent upon the prior contracted days
- 14-3 Annual leave must be earned before it can be accrued and used. Entitled employees shall be eligible to take accrued annual leave following their first six (6) months of employment.
- 14-4 Annual Leave is an earned benefit. If employees meet the requirements in Section 14-3, they shall be entitled to take their annual leave any time of their choosing provided they submit a vacation calendar no later than July 1st of the year for which the vacation is requested, to their immediate supervisor. Reasonable consideration will be given to an employee's request for specified annual leave dates. In instances where there is a conflict in scheduling vacation time off between employees in the same department or site, seniority shall be given priority. (2004)
- 14-5 District staffing needs as well as emergency situations may require denial of annual leave requests and/or rescheduling of approved dates.
- 14-6 No more than two (2) years of annual leave may be accumulated. No additional annual leave shall be accrued beyond the maximum that could be accumulated over two (2) years.
- 14-7 In unusual circumstances, earned vacation leave may be accumulated beyond the two (2) year maximum, provided the employee was unable to take vacation leave due to workload and is approved by the assistant superintendent. (2000)

ARTICLE XV - ASSOCIATION LEAVE

- 15-1 Any Association member working at the time an Association Chapter Meeting is being held, will be released to attend said meeting upon making arrangements with their immediate supervisor.
- 15-2 The Superintendent shall grant, upon written request of the President of the Association, five (5) days leave during his/her term of office, for services to be rendered to the Association and its members. Salary deduction will be limited to 25% of the employee's salary. However, if in the determination of the Superintendent the services of the Association President during such leave will be of value and benefit to the district, such leave may be granted without any salary deduction. Additional leave for Association purposes may be granted upon application to and approval of the Superintendent.

The Association shall be allowed ten (10) days of leave each year to be used by members who are officers or representatives of the Association other than the President. At the discretion of the Superintendent this leave may be at no salary deduction or limited to 25% of the employees regular salary. Leave may be taken for the following reasons but not limited to: attending conventions, Association meetings, state, local, or national, or meetings with legal counsel. Five additional days, as needed, shall be allowed at full salary deduction.

Leave shall be granted with deduction in salary limited to 25% for members who are attending hearings and/or meetings as may be required in accordance with NRS 288. This is to include mediation and fact finding, as well as meetings with the EMRB.

ARTICLE XVI - LEAVES OF ABSENCE

- 16-1 Upon written application to the Board of Trustees, any classified employee who has worked for the District for at least two (2) full years may ask for a leave of absence without pay for a period of time not to exceed one (1) work year. Leave may be granted for such good and sufficient reasons which the Board feels appropriate including, but not limited to, the following: health, child rearing, and programs related to educational development. (1998)
- 16-2 A classified employee granted a one (1) calendar year leave of absence must file written notice with the Superintendent 90 calendar days before the end of the leave stating whether or not the classified employee plans to return to duties with the District. The District will provide the classified employee in writing all dates pertaining to the leave of absence. Failure to give notice will result in forfeiture of the classified employee's right of re-employment as hereinafter provided. (1998)
- 16-3 At the discretion of the Board of Trustees, a leave of absence may be extended for an additional period of one (1) year, provided the classified employee on leave has worked for the District at least five (5) full years and makes written application for such extension 90 calendar days before the end of the leave. (1998)
- 16-4 A classified employee granted a leave of absence would be guaranteed re-employment in the same position the following year subject to the provisions of paragraph two above. The classified employee will return to duty at the position on the salary scale immediately higher than the step applicable at the beginning of such leave, provided the classified employee has worked six (6) months or more of the year when the leave was granted. Classified employees on leave of absence will retain all unused sick leave upon their re-employment with the District.
- 16-5 Unless found to be contrary to law, classified employees on leave of absence from the District may, at their option, be considered as members of the District for insurance purposes upon the classified employee paying the full amount of all insurance premiums required.
- 16-6 Upon written application to the Board of Trustees, an employee may elect to work for 80% of his/her regularly contracted salary for a four (4) year period. The fifth year the employee will be allowed to take a one year's leave of absence and receive the amount of money deferred during each of the previous four years plus whatever interest has accrued at a rate of not more than 5% per annum, to be paid in twelve (12) equal monthly increments. During this five (5) year period, the district will pay the employee's PERS deductions at the statutorily required rate. While on leave, the district will pay half of the employee's insurance as identified in the Agreement.

- 16-7 An employee returning from leave, pursuant to paragraph two (2) above, will be placed on the next step of the salary schedule unless the employee has qualified for additional advancement on the classified salary schedule. The employee will be eligible for the same classified position upon return from his/her leave of absence.
- 16-8 Any sick leave accumulated at the time the leave begins will be credited to the classified employee at the time he/she resumes contracted duty. To be eligible for this plan, the employee must have been actively engaged as a classified employee of this school district for not less than five (5) years. Applications will be acted on in order of receipt, but not more than 2% of the full-time classified staff may enter this program in any given year.
- 16-9 A classified employee who must withdraw from this plan before the fifth year will receive the amount of money deferred during the enrollment in the program, plus three-quarters of the interest accrued at not more than 5% per annum.

ARTICLE XVII - HOLIDAY SCHEDULE

17-1 In addition to vacation time, full time, year-round employees shall receive 12 days off, without loss of pay for observance of the following holidays:

- 1) Independence Day
- 2) Labor Day
- 3) Veterans Day
- 4) Thanksgiving Day & Day after (Family Day)
- 5) Christmas Day
- 6) New Year's Day
- 7) Martin Luther King Day
- 8) Presidents Day
- 9) Memorial Day

The district calendar committee shall recommend two additional days to the Board of School Trustees.

The holiday schedule shall be given after the Board of Education approves the annual school calendar.

ARTICLE XVIII - TEMPORARY ASSIGNMENTS

- 18-1 Any employee who is temporarily assigned to perform the majority of the responsibilities of a full-time position in a higher classification, for any reason, with approval by the immediate supervisor and Assistant Superintendent, shall after three (3) working days, be granted the salary of the job filled until the assignment is completed. (2000)
- 18-2 In a work environment requiring a certified/licensed employee, a classified employee will not be required to perform/fulfill the duties or responsibilities of that certified/licensed employee during that employee's absence.
- 18-3 If a classified employee holds an appropriate license they may be required to perform the duties or responsibilities of that position for up to ten (10) consecutive days. This may occur not more than three (3) times total per contract year. Classified employees will be required to perform all duties and responsibilities as outlined in the classification manual dated October 2004. (2004)
- 18-4 Any temporary classified position will be reviewed after one (1) full semester by a review panel established by the administration with not less than one (1) classified Association member on the panel, for a determination whether to continue the position, convert the position to a permanent position, or to terminate the position. If the panel decides to continue the position the panel will again review it not later than the end of the next semester. Under no circumstances will a temporary classified position continue for more than six (6) months. (1996)
- 18-5 All persons hired in an open position for a one (1) year period of time, shall have that one (1) year of seniority count, if hired into a permanent status from that position. (2004)

ARTICLE XIX - TRANSFER POLICY

- 19-1 All vacancies for classified positions, including new positions, to be filled by the District, shall be posted for five (5) days within the District prior to being advertised outside the District. The vacancy notice shall include the opening and closing dates, job title, wage classification, location, and a concise job description and all qualifications required to fill the position. (2004)

The vacancy notice shall be posted at each employee location on a bulletin board designated by Churchill County School District and Nevada Classified School Employees Association, as well as a notice being mailed to the President of the Nevada Classified School Employee Association, Chapter #5.

Any qualified employee who applies for a transfer to the advertised position will be interviewed. If a classified employee applies and is qualified they shall be selected for the position. In the event no classified employee is qualified to fill the vacant position, the District is free to fill the vacancy with the best-qualified applicant. (2004)

The position shall not be filled for at least five (5) days after the initial posting to allow employees the opportunity to apply for transfer.

Probationary employees may not apply for transfers until positions become open to the public. (1998)

Placement of personnel within the District remains the sole right and discretion of the District, subject to the provisions of the Agreement.

- 19-2 An employee shall retain his/her year step if the employee transfers to a high paid position in the same job family. (2004)

An employee who transfers to a position under the same wage classification, as the old position will be paid at the same rate as the employee received in the old position.

Any employee who transfers to a position with a lower classification will receive the wage assigned to that class and will remain at the same position in the longevity column.

- 19-3 Efforts will be made to place employees at the same location, in the same job, each year. If a change has to be made, employees will be transferred based on seniority with the district (those with the least seniority will be transferred first). Attempts will be made to notify employees of their work assignment at least thirty days (30) prior to the first day of school. The district will notify the Association President in writing prior to any transfer or change of job under this article. (1998)

- 19-4 Involuntary transfer, if made, will occur only after all transfers eligible under this Article XIX, have first occurred. If an involuntary transfer does occur, the employee shall suffer no loss of benefits. If an employee is transferred to a lower paying position they will be guaranteed their present salary for one (1) year or until the end of that contract year (2000)

All accrued benefits will transfer with the employee.

ARTICLE XX - REDUCTION IN FORCE

20-1 The School District retains the right, without negotiation, to determine when a reduction in force is necessary, the number of individuals whose employment must be terminated, and the areas of employment and/or school district operations within which such reductions in force will occur. Before the District initiates any reduction in force, the District will notify the president or a member of the Classified Executive Board at least fifteen (15) days prior to the written ninety day (90) notification. (1996)

20-2 Employee dismissals arising from a reduction in force shall be accomplished in accordance with the provisions of Chapter 391, Nevada Revised Statutes and Chapter 391, Nevada Administrative Code.

Reductions in force will be accomplished in accordance with the procedures hereinafter set forth.

- a. Reduction shall be made first among all probationary employees within the affected job family. (2000)
- b. Seniority with the District will determine the order of reductions in force. If the employee is RIF'd from a family and has seniority in other families, the employee retains bumping rights in their previous family.
- c. In the case of two (2) or more employees having the same hire date, the reductions of those employees will be done by drawing lots.
- d. Released employees will be notified by the District and will have the opportunity to fill any job opening if qualified after Article XIX Voluntary Transfer has been applied. (2000)
- e. Dismissed employees will be entitled to payment of all unused sick leave at the rate of twenty-five percent (25%) of each day of unused sick leave not to exceed \$40 per day, up to a maximum of 200 days. The dismissed employees will have the option of payment at the date of dismissal or wait for one (1) year. The amount of unused sick leave may be restored upon recall by repaying the amount of funds received. (2000)

20-4 District and Association officials will cooperate in updating a seniority list annually.

20-5 Released employees shall be considered on leave of absence for three (3) years from the date of lay-off. After three (3) years, the District has no obligation to recall the laid-off employee. Each employee placed on leave of absence, as aforementioned, shall be reinstated in the reverse order in which they were dismissed at such time as there is a position open. Open positions will be advertised within the district for transfer requests from existing employees first before RIF employees are recalled from the recall list. A recalled employee will be reinstated at the same salary step and benefits (subject to 20-3) as when they were released or the next higher salary step if they completed at least six months on the previous salary step and would have moved to a higher step if they had not been RIF'ed. The recalled employee will also be reinstated with their original seniority date. (2000)

20-6 A recalled employee shall accept the recall within ten (10) working days or shall not be eligible for the recall. The District shall notify all employees on leave of absence pursuant to this Article, of subsequent vacancies by certified mail to the last address furnished to the District by the employee. No new appointments, except for substitute employees, shall be made within thirty days (30) of such notification.

ARTICLE XXI - DEDUCTIONS

- 21-1 At the request and upon written authorization of an employee, the District will make deductions from the employee's monthly salary and disburse the proceeds in accordance with the employee's instructions.
- 21-2 Each employee may elect payroll deductions as follows:
1. Insurance premiums.
 2. Payments or deposits to the employee's credit union.
 3. Monthly payment of association membership dues.
 4. Benefits under an IRS Section 125 Plan.
 5. Other deductions related to health or retirement benefits.
- 21-3 Payroll deductions shall be made upon forms of authorization provided by the Association or other participating agencies approved by the School District. The forms shall be signed by the employee and shall specify the amount to be deducted monthly and the name and address of the person or agency to which payment shall be made.
- 21-4 An employee desiring to have the District discontinue dues deductions that he/she has previously authorized must notify the District and the Association in writing.
- 21-5 Written authorizations for specific payroll deductions, except for IRS Section 125 Plan in Section 3-7, must be on file with the District business office on or before the 15th day of any calendar month to be effective in that month.
- 21-6 The District agrees to provide to all employees qualified to be members of this organization and eligible under District employment rules the services necessary to offer them the benefits available from the Internal Revenue Act of 1978, Internal Revenue Code Section 125, as amended.
- 21-7 The Association agrees that the District's only obligation is to make the deductions and corresponding contributions that are requested in writing by the eligible employees.

The Association agrees to hold the District and its employees harmless for any and all claims, demands, losses, liability, costs or expenses of any nature, to include attorney's fees arising from these deductions/benefits.

ARTICLE XXII - SALARY

22-1 The bargaining unit shall be composed of all classified employees who are regularly scheduled to work throughout the school year and those scheduled to work as full-time year-round employees. The bargaining unit is further defined in the classification manual adopted by the Board and Association effective July 1, 1991 and changed November 2004, and includes all those classifications listed therein except managerial personnel.

TITLES **SALARY RANGE**

SECRETARIAL

<u>Secretary to Superintendent</u>	<u>31</u>
<u>Administrative Secretary</u>	<u>29</u>
<u>School Office Manager (Secondary)</u>	<u>29</u>
<u>Department Secretary</u>	<u>27</u>
<u>School Office Manager (Elementary)</u>	<u>27</u>
<u>School Secretary II</u>	<u>25</u>
<u>School Secretary I</u>	<u>21</u>

ACCOUNTING

<u>Account Clerk II</u>	<u>26</u>
<u>Account Clerk I</u>	<u>21</u>

MAINTENANCE & OPERATIONS

<u>Custodial Supervisor</u>	<u>34</u>
<u>Maintenance Technician</u>	<u>32</u>
<u>Groundskeeper Supervisor</u>	<u>30</u>
<u>Maintenance Worker II</u>	<u>28</u>
<u>Groundskeeper</u>	<u>26</u>
<u>Maintenance Worker I</u>	<u>24</u>
<u>Custodian</u>	<u>24</u>

TRANSPORTATION

<u>Garage Supervisor</u>	<u>34</u>
<u>Mechanic</u>	<u>32</u>
<u>School Bus Driver</u>	<u>23</u>
<u>School Bus Driver Trainer</u>	<u>23</u>

FOOD SERVICE

<u>Food Service Supervisor</u>	<u>21</u>
<u>Food Service Worker</u>	<u>17</u>
<u>Food Service Assistant/Cashier</u>	<u>15</u>

INSTRUCTIONAL

<u>Instructional Assistant S.E.D.</u>	<u>23</u>
<u>Instructional Assistant Multi-Handicapped</u>	<u>23</u>
<u>Library Specialist</u>	<u>23</u>
<u>Management Media Assistant</u>	<u>20</u>
<u>Migrant Education Assistant</u>	<u>20</u>
<u>Career Development Facilitator</u>	<u>21</u>
<u>Instructional Assistant</u>	<u>19</u>
<u>Instructional Assistant – Signing/Interpreter</u>	<u>19</u>
<u>Instructional Assistant – Technology</u>	<u>19</u>
<u>Instructional Assistant – Vocational</u>	<u>19</u>
<u>Library/Media Assistant</u>	<u>19</u>
<u>Duty Assistant</u>	<u>15</u>

MISCELLANEOUS

<u>Classified School Nurse – RN</u>	<u>34</u>
<u>Classified School Nurse – LPN</u>	<u>31</u>
<u>Computer Technician II</u>	<u>30</u>
<u>Warehouse Worker</u>	<u>28</u>
<u>Computer Technician I</u>	<u>28</u>
<u>Campus Security Officer</u>	<u>26</u>
<u>Health Aide</u>	<u>23</u>

22-2 Salary Schedule - The salary schedule appears as Appendix A at the end of this document.

22-3 The actual work schedules and duty assignments for all employees will be determined by the immediate supervisor and/or the superintendent. The Site Administrator and/or the Duty Committee will make every reasonable effort to assign duty schedules to appropriate classified personnel that does not interfere with their job responsibilities. Attempts will be made for employees who work at two different sites to schedule duties at only one site per day. The employee will not be required to return to a site for the sole purpose of a scheduled duty. All assignments of five (5) hours or more shall have thirty (30) minutes (unpaid) uninterrupted lunch period, except when weather or emergency require the building administrator to make alternative assignments.

As required by law, each employee will be granted rest breaks. Break time will be paid. The employee's immediate supervisor will schedule breaks. Any employee working at least three and one-half (3 1/2) hour shift will be granted a fifteen (15) minute break. When possible breaks should be scheduled for the middle of the shift. Any employee working at least six (6) hour shift will be granted two (2) fifteen (15) minute breaks. When possible the breaks should be scheduled in the middle of each shift before and after the lunch break. (1998)

22-4 An employee shall be entitled to overtime pay for overtime worked at the rate of 1½ times the basic straight time rate of pay, provided the employee received prior approval for overtime work, subject to district policy, from his/her immediate supervisor. An employee shall be entitled to two (2) times the basic straight time rate of pay for any work performed on holidays.

An employee called out on an emergency shall be paid a minimum of two (2) hours.

22-5 Each salary step is based on service in the district, except that up to five (5) years experience outside the district may be allowed for placement on the salary schedule. The experience must be in a comparable job. It is the employee's responsibility to substantiate this experience to the satisfaction of the Personnel Office, which has the final authority in making this determination.

Employees of the district who left voluntarily for any reason and are rehired by the district in the same job classification will be placed on the salary schedule at the next higher step than they were on when they left, provided they had at least six (6) months on the previous step and return within three (3) years.

22-6

a. Movement on the salary step scale for educational credits, experience and salary increase will occur on the employee's appropriate payroll roll-up date of July 1 for 12 month employees, August 1 for YRE calendar employees and September 1 for traditional calendar employees, and will continue on that date through the employee's term of employment until they move to a different position, i.e. 12 months to YRE, YRE to traditional, etc. (1998)

b. Movement on the salary step scale for experience will be granted as follows on the appropriate payroll/roll-up date:

1. Full-time for at least one-half (½) the contracted work year;
2. Half-time for a full contract year; or
3. Part-time for two (2) full years. (1996)

22-7 Salaries specified on classified salary schedule shall be paid in twelve (12) equal monthly payroll checks.

22-8 It is each employee's responsibility to check his/her placement on the salary schedule. If his/her salary is not in conformance with the salary schedule, it is the employee's responsibility to bring the matter to the attention of the Personnel Department.

22-9 Inservice classes offered by the district are open to the classified employees. There may be times when enrollment must be limited and preference given to licensed personnel. In these instances, if the demand warrants, the District will endeavor to repeat the class. The District Inservice Committee will consider some classes specific to the needs of classified employees.

22-10 The District will recognize credits earned in inservice classes, community college or university classes, American School Food Service Association classes, or any other classes provided by a professional organization that are directly related to the individual's job classification and that are approved by the Personnel Office. Each range step shall have an A, B, C, D, E and F increment for education credits. Each increment shall be given with 5 credits or 80 hours of class time. Each increment shall add a 1¼% increase to the individual's present salary. Only credits earned after accepting employment and since July 1, 1985 will be accepted. Movement on the salary schedule due to the 1993-94 negotiated Article 21-9 will be effective January 1, 1994. Movement on the salary schedule to increment E or F due to the 1999-2000 negotiated Article 22-10 will be effective with the beginning of the employee's contract year in the 2000-2001 school year. Movement must be subject to application to and approval by the Personnel Department. The Personnel Department will provide a list of accepted classes for all classified employees.

Five and ten credit advancement	1985	
A & B Step for each 5 credits	1991	
C & D Step for each 5 credits	1993	
E & F Steps for each 5 credits	2000	(2000)

22-11 Transcripts or grade reports for advancement credits will be submitted to the Personnel Department no later than 4:00 p.m. on the payroll cut-off date of the employee's contract month.
(1995)

22-12 The District may require certain classified employees to undertake First Aid training and to maintain certification in that field. Employees required to undergo this training shall be compensated at the step in Range 13 corresponding to their service time to a maximum of Range 13 Step 5.

22-13 If the District offers summer school, the classified positions will be offered on an equal consideration basis. The summer school hourly rate shall be advertised.

22-14 Any employee may request reclassification between November 1 and November 15 of any year. Request for reclassification must be based on increased duties, responsibility or experience as defined in the most current list of job descriptions. The District and the Association will jointly prepare a form for Request for Reclassification. The requests must be reviewed by the department head or principal and forwarded with recommendations to the Assistant Superintendent for Personnel. If approved, the reclassification pay increase will be retroactive to date of request (November 1).
(2000)

22-15 Employees not subject to tracks may be able to work at least 220 scheduled days per school year. Any days beyond the scheduled school year will be considered extra duty assignments for purposes of reporting to the Public Employees Retirement System.
(1998)

22-16 Hours worked in excess of 40 hours per week by agreement between supervisor and employee and prior approval of the assistant superintendent may be compensated by hours off regular work hours

instead of overtime pay. The employee will be compensated at a rate of one and one-half (1½) hours compensation time to each one (1) hour worked. (1994)

22-17 A shift differential of \$.25 (twenty-five cents) per hour will be paid to classified employees when a majority of their scheduled hours occurs after 12:00 midnight. (1994)

22-18 All Classified employees will be evaluated by their immediate Manager, Site Administrator or Director. There will be at least one (1) scheduled personal observation done per work year. All evaluations will be done on a District standardized evaluation form. (1998)

22-19 The Churchill County School District will provide the appropriate amount of on-the-job training for substitute employees when necessary. The on-the-job training may be in the areas of secretarial, custodial and food service. The on-the-job training may be one shift on a paid basis.

The site administrators and/or supervisors will have each employee develop a detailed substitute's lesson plan for their specific area of work. (1998)

22-20 A classified employee assigned to more than one (1) site shall be given at least, but not limited to; ten (10) minutes travel time. This time required to travel during a normal school day shall be considered as part of the classified employee's workday. Mileage for gas allotments to be determined by the District will be granted to such classified employees when using their own vehicles. (1998)

22-21 If the District requires/requests an employee to obtain and/or renew his/her commercial Driver's License, the district shall reimburse, in full, the cost of the Commercial Driver's License with the following conditions:

- a. If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.
- b. If the employee leaves the District before two (2) years of service is completed, 50% reimbursement for the license will be made to the District.
- c. If the employee completes two (2) years of service with the District, no reimbursement shall be made to the District.

22-22 The District will participate in the cost of a physical examination of the employee, for the Commercial Driver's License up to a maximum of \$65.00 with the following conditions:

- a. If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.
- b. If the employee leaves the District before two (2) years of service is completed, 50% reimbursement for the license will be made to the District.
- c. If the employee completes two (2) years of service with the District, no reimbursement shall be made to the District. (2006)

ARTICLE XXIII - BENEFITS

- 23-1 The district shall provide health insurance without premium cost to members of the classified bargaining unit. The district shall provide benefits in accordance with the Insurance Company. If the benefits fluctuate under the Insurance Company the members of the classified bargaining unit agree to accept any benefit fluctuation during the terms of the agreement. (2001)
- 23-2 The District maintains workers' compensation insurance coverage for employees for work-related injuries, and liability protection for employees in the performance of their duties. Information concerning these coverages is available at the business office of the District. (2000)
- 23-3 Full-Time, Half time, and Part Time Benefits:
- (a) An employee who works seven (7) hours or more per day, thirty-five (35) hours or more per week will receive full benefits as provided in this contract. It is understood no employee will receive overtime pay unless they work more than forty hours (40) per week. (2004)
 - (b) A half-time employee works at least one-half the hours of an equivalent full-time position and will receive full benefits as provided in this contract.
 - (c) A part-time employee works less than one-half the hours of an equivalent full-time position. A part-time employee may purchase health insurance at their own expense and will be paid upon submission of a time sheet except those employees who have their salaries annualized. (2000)
- 23-4 Classified employees receive PERS benefits as described and covered by PERS regulations.

ARTICLE XXIV - SCHOOL BUS DRIVERS

To qualify for driving activity and field trips, the School Bus Driver's Handbook guidelines, Section V, Activities and Field Trips, as developed by the Advisory Committee of the Transportation Department and approved by the Director of Transportation, will be used. (1998)

Of the drivers who qualify and wish to drive, a rotation system will be followed so as to assure each driver an equal opportunity.

The hourly rate for driving field or activity trips, attending first aid classes, and monthly staff meetings will be at the step in Range 13 corresponding to their service time to a maximum of Range 13 Step 5.

- 24-2 If a bus route becomes available, a driver may request a transfer to the route. Selection will be in accordance with the Driver's Handbook Section II #6 Route Selection. Seniority will be determined in accordance with the Driver's Handbook Section II #5 Seniority.

YRE summer bus routes termed temporary routes will be considered extra duty assignments for the purposes of reporting to the Public Employees Retirement System and treated as regular routes as described in the Driver's Handbook. Effective August 1, 2000, drivers may chose to give up their YRE routes and retain their current regular traditional school bus routes only at the start of their contract year (August 1st). However, a driver must maintain a traditional regular route to be eligible for YRE routes. Changes in a traditional-YRE route may occur during the year if a vacancy comes up at that time. A vacant traditional-YRE route may be treated as one route for bidding purposes or split into two routes for bidding purposes. For vacant traditional-YRE routes, drivers awarded an YRE route may keep their current traditional route and drivers awarded a traditional route may keep their current YRE route. Should a driver wish to give up only their YRE route during the year, the driver will have to give up the entire traditional and YRE position to be open to the bidding process as outlined in the Driver's Handbook and would be eligible to bid for an open traditional route. (2000)

Regular extra routes will be established by the Superintendent upon recommendation by the transportation manager and classed as a permanent extra route or a temporary extra route. Permanent extra routes will be considered a regular route and paid as a regular route. (1998)

- 24-3 Should a driver voluntarily resign from the district and then be re-employed within three (3) years, they will be placed on the salary schedule at the next higher step provided they had at least six (6) months on the previous step. If an employee returns after three (3) years, they shall be considered as a new employee.
- 24-4 School bus drivers have the responsibility to clean the inside of the bus and to perform safety checks on their assigned buses. They will be paid at their regular rate for fifteen (15) minutes daily to perform these duties.

- 24-5 School bus drivers will be reimbursed in full, on their first pay check following employment, the cost for obtaining or renewing a Commercial Driver's License, provided it was obtained within six (6) months of commencing employment or during employment with the district, with the following conditions:
1. If a driver leaves before the end of one (1) year of employment, full reimbursement for the license will be made to the district.
 2. If a driver leaves before two (2) years of service is completed, 50% reimbursement for the license will be made to the district.
 3. If a driver completes two (2) years of service with the district, he/she will not have to make any reimbursement to the district.
- 24-6 The District will participate in the cost of physical examinations of the employee for the Commercial Driver's License up to a maximum reimbursement of \$65.00 with the following conditions:
- a. If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.
 - b. If the employee leaves the District before two (2) years of service is completed, 50% reimbursement for the license will be made to the District.
 - c. If the employee completes two (2) years of service with the District, no reimbursement will be made to the District. (2006)
- 24-7 School bus driver trainees will be compensated for training time up to fifty (50) hours at ten dollars (\$10.00) per hour. Payment will be made at the first pay period following completion of training and being hired as a substitute or regular route driver. Should the driver resign or be terminated within six (6) weeks after being hired as a substitute or regular route driver, the amount compensated for training will be deducted from the last paycheck. (2006)

ARTICLE XXV – EXCHANGE DAYS

- 25-1 The NCSEA and CCSD agree to allow classified staff assigned to YRE school to “exchange days” during the contract year using the following guidelines:
- a. The maximum number of allowable exchange days is five (5) working days per classified staff member
 - b. Classified staff members must apply to the principal at least five (5) working days prior to the desired “exchange day(s)”, or less at the principal’s discretion using the appropriate form provided by the principal.
 - c. The principal’s approval is a prerequisite to granting the day(s). The principal may deny the request based upon such consideration as: principal’s requirements for that particular day(s), disapproval of substitute, or too many classified staff members choosing the same day
 - d. Classified staff members will have the responsibility of arranging for the exchange with other classified staff members. Payback of the “exchange day(s)” is the responsibility of the classified staff members involved. The District bears no responsibility for privately exchanged agreements
 - e. The responsibility of insuring fulfillment of “exchange days” shall remain with the “on-track-staff member”.
 - f. Classified staff members need not limit “exchange day(s)” agreements to only classified staff members involved in YRE
 - g. The exchange of days must occur within 180 school days from the time approval is granted
 - h. Classified employees must stay within their own family when “exchanging day(s)”.

ARTICLE XXVI - GENERAL SAVING CLAUSE

26-1 It is not the intent of either party hereto to violate any laws of the State of Nevada or of the United States.

The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XXVII - TERM OF AGREEMENT

27-1 When ratified as hereinafter set forth, this Agreement shall be effective and remain in full force and effective until June 30, 2005. (2004)

This agreement shall remain in full force and effect until both the Board of Trustees and the Association ratify a successor agreement.

27-2 Either party shall give written notice to the other on or before February 1st of any year of its intention to reopen and negotiate certain provisions of this agreement, except that in the interim year any five (5) articles in addition to Article XVII (Holiday Schedule), benefit provisions in Article XXIII, and salary shall be negotiable.

27-3 This Agreement shall not be binding upon either party until ratified by the Board of Trustees and the Association.

In witness thereof, the parties have thereunto, set their hand this _____

**TRUSTEES OF CHURCHILL COUNTY
SCHOOL DISTRICT**

**NEVADA CLASSIFIED
EMPLOYEES ASSOCIATION**

President

President

Clerk

Secretary

Date

Date

**MEMORANDUM OF UNDERSTANDING
RE: JOB DESCRIPTION REVIEW**

The District will join with the Association in a joint effort to review job descriptions that are of concern to the Association in order to bring job responsibilities and salaries in line with the work currently being done by classified personnel due to growth, technology and work demand. The Committee shall meet before 5/1/2001. (2000)

**LETTER OF AGREEMENT
RE: WORKLOAD STUDY**

The District agrees to internally examine the workload of classified employees of the Churchill County School District. Each department supervisor in an effort to identify areas of concern will do this examination. The supervisor in position and staff requests may address those areas of concern during the budget process. The district in establishing priorities of action will consider those recommendations, requests and budgetary constraints. (1994)

**LETTER OF AGREEMENT
RE: SCHEDULED WORKING HOURS**

The Churchill County School District will submit to the Association within sixty (60) days from the beginning of the contract year/school year as applicable, the scheduled working hours for all classified employees by school/department, number and job title within each school /department. This will provide a record for the Association to allow each classified employee who requests it, to review for their own planning purposes. (1994)

**LETTER OF AGREEMENT
RE: CONVERSION TO YRE SCHEDULE**

When traditional year school is converted to a year-round schedule (YRE) these general guidelines will be followed within that site:

The District will make site and track position assignments. After the positions have been assigned meetings will be held at that school with all affected classified employees to give them the opportunity to indicate their track choice. In the event that two or more employees indicate the same choice, the assignment will be made based on seniority within that classification. Employees' selections will remain within their prior year job classification.

Seniority within that classification will also be used when track assignments are added to a school. Assignments will be made within that site only.

Seniority within that classification will apply only within the school where the classified employee performs the majority of his/her assigned work.

The district will make reasonable effort to assign the children of the YRE classified employee to the same track that the YRE classified employee is working.

Any reduction in force caused by the YRE conversion will be handled in accordance with Article XX of this contract, unless other procedures are agreed upon between the district and this bargaining unit prior to the start of YRE. It is understood that reassignment to another site in the same classification is not a reduction in force.

This agreement does not prevent the district from exercising its authority to assign positions at sites and tracks as the need dictates. (1994)

**LETTER OF AGREEMENT
RE: MULTIPLE PART-TIME POSITIONS**

The Churchill County School District will not terminate employment of any classified employees who have in the previous school year worked in multiple part-time positions adding up to more than four (4) hours per day. (1994)

**MEMORANDUM OF UNDERSTANDING
RE: PREMIUM BID FOR PART-TIME EMPLOYEES**

The district and the Association agree that the district insurance committee will request a premium bid for health insurance coverage for part-time employees. In the event that the part-time benefit package would not raise the overall premium cost for employees and dependents, negotiations would then re-open to consider that proposal. (1998)

**MEMORANDUM OF UNDERSTANDING
RE: BENEFIT PACKAGE**

The District and the Association agree that the district insurance committee will request a benefit package that includes existing contract benefits and a benefit package that includes benefits provided previous to the 1994 negotiated benefit reduction. After receiving premium costs for both packages, negotiations may be re-opened to consider that proposal. (1998)

**MEMORANDUM OF UNDERSTANDING
RE: EARLY RETIREMENT INCENTIVE & SICK LEAVE**

The district will join with the Association to establish a committee to review School District Policy 4811 "Early Retirement Incentive Plan" and Article 8 "Sick Leave" of the Master Agreement.

The committee will review various options for early retirement incentives to include conversion of unused sick leave to retirement credit.

Committee recommendations will be presented to the Churchill County School District Board of Trustees for their consideration. (2000)

**MEMORANDUM OF UNDERSTANDING FOR TRANSPORTATION DEPARTMENT
Advisory Committee**

The district will agree to add an NCSEA member, of the association's choosing, to the Churchill County School District Transportation Department Advisory Committee. At the same time the district will add an additional member who will be a district principal or vice principal. The committee make up will be:

- Transportation Manager
- District Administrator
- Mechanic
- Senior Driver
- Junior Driver
- Alternative Driver
- NCSEA Representative
- District Principal or Vice Principal

(2000)

**MEMORANDUM OF UNDERSTANDING
SALARY**

The District will pay across the board to the salary schedule the following:

2003/04	2.25%
2004/05	2.25%

Salary proposal contingent upon Churchill County School District being accepted by the Insurance Company. Salary will be reopened in the event of non-acceptance.
(2001)

**MEMORANDUM OF UNDERSTANDING
AB673**

We agree to the provisions addressing the triggers as set forth in AB 673 of the Nevada Legislative Session 2001 Section 18.
(2001)

Memorandum of Understanding

On January 9, 2003 the Churchill County School District and the Nevada Classified School Employee's Association met and agreed to allow classified part-time employees the opportunity to apply for another open part-time position that would allow enough hours to receive benefits. This MOU will

remain in effect until changed by any future negotiations session.
(2003)

**Memorandum of Understanding re:
Salary Steps and Educational Credits**

The District and the Association agree to changes in the Master Agreement - Article XIX –19-2-a., first paragraph only, will be replaced with the following: “Employees will be placed into the new range (job) at their same education credits and years of service step”.

Employees shall be included back to March 1, 2004, rather than July 1, 2003, for retroactive pay if applicable, because of improper placement on the classified salary step and educational credit matrix. This MOU in no way reduces any employee’s rights to a raise as negotiated and ratified.

In all cases, beginning March 1, 2004, all classified employees moving to a different range, will retain their proper steps and all proper educational credits, as their years of service reflect. (2004)

Memorandum Of Understanding

The Churchill County School District and the Nevada Classified School Employees Association agree that the Churchill County School District Policy 4811 relates to employee salary or wage rates or other forms of direct monetary compensation. Therefore, in accordance with NRS 288, any alterations made to this policy will be done via the collective bargaining process. Churchill County School District and the Nevada Classified School Employees Association also agree that all issues entailing mandatory subjects of bargaining that are brought before the Board to be considered and/or approved for addition, alteration or deletion to Churchill County School District policy will be added, altered, or deleted via the collective bargaining process. (2004)

**Memorandum of Understanding re:
Job Description Review**

The District will join with the Association in a joint effort to review job descriptions that are of concern to the Association in order to bring job responsibilities and salaries in line with the work currently being done by classified personnel due to growth, technology, and work demand.
(2004)

APPENDIX A – SALARY SCHEDULE