NEGOTIATION AGREEMENT

Between

CHURCHILL COUNTY SCHOOL DISTRICT

and the

NEVADA CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

2014-2015

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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. *(2010)*

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 "Part-time" employee as used in this Agreements shall mean Churchill County School District staff members that work less than thirty-five hours per week. Employees who work less than full-time will be calculated as a FTE for staffing, salary and benefit distribution, EXAMPLE 3HOURS 45 MINUTES=46.9%. *(2010)*

1-5 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)*

1-6 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 and as such reserves the right to act by Committee or designated representatives. *(2010)*

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 Directors. *(2014)*

1-10 The term "Site Administrator", as used in this Agreement, shall mean the Principal of a school site and the direct supervisor of classified staff as determined by the Board of Trustees (Refer to Job Classification Manual 2004). *(2014)*

1-11 The term "Director", as used in this Agreement, shall mean the employee responsible for administering program departments of the district and providing direct supervision of classified staff as determined by the Board of Trustees (Refer to Job Classification Manual). *(2014)*

1-12 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.

1-13 The term "Board" means the Local Government Employee-Management Relations Board, as provided in NRS 288.

1-14 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."

1-15 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)*

1-16 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.

1-17 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, Paraprofessionals, Instructional Assistants, Health Aide & Classified School Nurse, Campus Security, Warehouse Worker and Computer Technician. *(2007)*

1-18 The term "day" as used in this agreement shall be defined, as "a day the district office is open." *(2000)*

1-19 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. In the case of a break in service (termination, resignation) seniority will commence with the rehire date or return to work date." *(2010)*

1-20 The term "Voluntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee with application. Transfers may be 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)*

1-21 The term "Involuntary Transfer" is defined as the filling of a vacancy by a currently employed classified employee without application. *(2000)*

1-22 The term "reassignment" means the change in location for a Classified employee with no current vacancy. This change can be voluntary or involuntary and will not cause loss of salary or benefits. *(2010)*

1-23 Hire Date as specified by the Superintendent or his/her designee shall be the first date of seniority. *(2006)*

1-24 The term "catastrophic illness" means a severe illness or injury requiring prolonged hospitalization or recovery. These illnesses/injuries usually involve high costs for hospitals, doctors and medicines and incapacitate the person from working, creating financial hardship. *(2014)*

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 NCSEAPWA #5 will be permitted to do so only between August 15th and September 10th of any year. Any intent to withdraw must be submitted to the treasurer of the Association and the District Office prior to September 10th but not before August 15th of the year of requested withdrawal. The District will notify the Association of termination of individual dues deductions after effective date of termination of dues deduction, but no later than September 30th of the same year, using the Membership and Payroll Deduction Retraction form. *(2011)*

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:

3-1-1 To gather information and make recommendations to the Superintendent or designee 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.

3-1-2 To improve the morale of the District classified staff.

3-1-3 To apprise a principal, the Superintendent or designee, or the Board of Trustees, as the case may be of actual or potential problems involving the classified staff at any area.

3-1-4 To secure the maximum involvement of all members of the classified staff is the primary goal of the District.

3-1-5 To improve communications between school administration and members of the classified staff. *(2007)*

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 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. *(2007)*

ARTICLE IV – NEGOTIATIONS

4-1 Place of Meeting:
All meetings will be held in a Conference Room of the Administrative Building at 690 South Maine Street, Fallon, Nevada, or at such other locations as may be mutually agreed upon. (2014)

4-2 Meetings will be held on a week day, at a time agreed upon by both parties. 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 other than those listed unless by mutual agreement of the negotiating panels. *(2007)*

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/Co-Chair:
Each negotiating panel shall designate its chairperson/co-chairperson at the first or initial meeting of the negotiating process. However, anyone may speak. *(2007)*

4-12 Tentative Agreement:
Both parties shall sign each tentatively "agreed to" item. The chairperson/co-chairperson of each respective team will do signing and signature by the chairperson/co-chairperson will represent panel support of the article tentatively agreed to. *(2007)*

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 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 designee no later than ten (10) workdays after receiving the written reply from his/her immediate supervisor. *(2007)*

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 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. *(2007)*

5-4-2-4 The Superintendent or 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. *(2007)*

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 or designee. *(2007)*

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.

5-4-3-3 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 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. *(2007)*

5-4-4-2 Within five (5) days after written notice of submission to arbitration, the Superintendent or designee 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. *(2007)*

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 policy, regulation, rule or law, in which case this material will be placed in the personnel file of the individual(s) concerned. *(2014)*

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 designee directly and the processing of such grievance shall begin at Level Two. *(2007)*

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 are 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 post probationary, classified employee, covered by this agreement, shall be reduced in pay or position, suspended, discharged or removed nor shall the District take any form of corrective action against any post probationary classified employee covered by this agreement except for just cause. *(2010)*

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. All discipline related sexual harassment will remain in the employee's personnel file permanently. *(2014)*

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 designee, upon submitting a written request within ten (10) days of receiving said evaluation. *(2007)*

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

Employees covered by this collective bargaining agreement are eligible for the following leaves:

8-1 All classified employees shall receive 15 days of sick leave, converted to hours, at the beginning of each contract year. Actual accruals will be shown in hours and will be calculated by multiplying the hours an individual is contracted for in a day X 1.25. Usage will be shown as actual time missed by the employee. The smallest increment of usage allowed is one (1) hour, where applicable. *(2014)*

Employees on the classified salary schedule may accumulate a maximum amount of sick leave equal to the number of days/hours of their annual employment, PLUS the current year's accrual. *(2011)*

If a classified employee shall terminate his/her employment with Churchill County School District before completing his/her contract year, and has used all 15 (fifteen) days of sick leave for that contract year, then he/she shall have those days, taken but not earned, deducted from his/her final paycheck. *(2014)*

8-2 Sick leave is for use in those situations where the employee must be absent from work due to:

8-2-1 His/her own physical illness or injury.

8-2-2 His/her own exposure to contagious diseases or when attendance at work is prevented by public health requirements.

8-2-3 The need to care for an ill or injured "immediate family member" (as defined in Article 1-17) who resides with the employee or who is dependent upon the employee for support.

8-2-4 Medical or dental appointments for the employee provided that the employee makes a reasonable effort to schedule such appointments at times which have the least interference with the work day.

8-2-5 Any disability, including disability caused or contributed to by pregnancy, miscarriage, abortion, or childbirth.

8-2-6 Any qualifying event identified in the Family Medical Leave Act (FMLA) not referenced above. *(2011)*

8-3 Use of sick leave for any purpose other than those listed in paragraph 8-2 above is evidence of abuse of sick leave. Abuse of sick leave is cause for disciplinary action. *(2011)*

8-4 The District may place an employee on sick leave if, based upon reasonable medical information, it is determined to be in the best interests of the employee and/or the District. *(2011)*

8-5 An employee on sick leave shall notify his/her administrator or manager/supervisor as soon as the employee is able to return to work. An employee returning from an extended absence shall give as much advance notice of return as possible. *(2011)*

8-6 An employee shall complete an appropriate request for sick leave use form as soon as the need for a leave is known. The District shall determine whether to approve use of accrued sick leave and shall approve such a request whenever it is deemed reasonable.

Any employee who is ill or unable to report to work for any reason shall notify his/her immediate supervisor no later than 15 minutes following the employee's normal work reporting time. In the event of a continuing illness, the employee shall continue to notify his/her immediate supervisor of his/her condition on a daily basis or at appropriate intervals authorized by the supervisor. The District may deny sick leave requests which are not in compliance. *(2011)*

8-7 The District may require an employee to provide a healthcare practitioner's statement certifying that the illness/injury incapacitated the employee to the extent that s/he was unable to perform his/her duties, or that the employee's absence was necessary for him/her to make full and timely recovery or was appropriate to avoid the spread of a contagious disease. The statement will also certify the employee's fitness for return to work. A healthcare practitioner's statement is required when specifically requested by the District. Whenever the District needs to determine if an employee qualifies for FMLA leave, the employee is required to submit to the District the *Certification of Health Care Provider* form referenced in the FMLA Policy. *(2011)*

8-8 Employees who voluntarily terminate employment with Churchill County School District will be granted payment for unused sick leave under all of the following conditions:

8-8-1 Five (5) consecutive years of contracted employment in the district.

8-8-2 Employees must have notified the district no less than thirty days (30) prior to the effective date of termination. *(2004)*

8-8-3 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 the employees' contract days. *(2010)*

The maximum aggregate sick leave payments available yearly under this contract is $35,000. *(2011)*

8-9 Sick Leave Bank

8-9-1 Any classified employee covered by this agreement shall become a member of the sick leave bank by contributing the hourly equivalent of one (1) sick leave day. The minimum accumulated hours in the sick bank shall be 3200 hours. When the accumulated sick leave hours fall below 3200, all classified employees shall contribute the equivalent of one (1) sick leave day (converted to hours) to the sick leave bank. *(2011)*

Classified employees may request sick leave hours from the sick leave bank for their own long-term disability or illness only. When a member of the bank has a long-term injury, incapacity or illness lasting at least ten (10) consecutive days and has exhausted all forms of leave (paid or unpaid), s/he, or an immediate family member, may request additional

sick leave from the bank. This request must be in writing by completing and submitting an application to Human Resources. If the request is for more than ten (10) days, a written statement from a healthcare provider must accompany the request. Human Resources will notify the Executive Committee. The Executive Committee shall consist of the Classified President, two appointed members of the Classified Association and an appointee by the District. The Committee shall meet the first week of every month, provided applications have been submitted.

Submission for sick leave days from the Sick leave Bank does <u>not</u> guarantee acceptance and/or approval for requested days.

No sick days will be awarded in advance or "forward"; however, if sick days are awarded, the Business Office may "back date" so an employee is not penalized on his/her paycheck. *(2013)*

8-9-2 Upon its approval of a sick leave request, the Executive Committee will notify the District Business Office. *(2011)*

8-9-3 The number of days extended to a request will not 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). A classified employee leaving the employment of the District, who has used the sick leave bank, must transfer any unused sick leave days to the sick leave bank to replace the days used before being paid for unused sick leave according to Article 8-8. *(2007)*

Any reference to "days" is converted to "hours" in keeping with the new absence reporting system of the District. *(2013)*

8-9-4 A yearly update of accumulated hours in the sick bank will be provided by the District to the Association by September 1st of each year. *(2013)*

8-10 When a classified employee becomes a licensed employee all accumulated sick leave days shall stay with the employee. *(2006)*

8-11 Donated Days

8-11-1 The classified employee must exhaust all leave i.e. sick, personal and annual leave, before coming to the Sick Leave Committee. The classified employee request for donated days shall be reviewed by the Sick Leave Committee, which will follow the guidelines as set forth by Sick Leave Bank protocol, as stated in Article VIII-9, excluding paragraph 8-9-3.

8-11-2 Classified employees with accumulated sick leave days may donate sick days in the name of another employee, to be used by the employee for his/her catastrophic illness or as the care-giver to an immediate family member with a catastrophic illness. The classified employee must provide verification of illness from his/her physician to the Human Resources Department of CCSD and the Sick Leave Committee. These specifically donated days for a classified employee are not included as part of the total sixty (60) days as mentioned in section 8-9-3 and will not be considered as part of the sick leave bank.

8-11-3 The use of donated sick days shall not exceed one calendar year from start date of physician's notification.

8-11-4 Any donated, unused hours shall be added to the Sick Leave Bank.

8-11-5 Employee's donating days shall not exceed five (5) days per incident per individual. *(2014)*

ARTICLE IX – BEREAVEMENT LEAVE

9-1 Classified employees will be granted a leave of absence of not more than ten (10) consecutive working days with pay per occasion, to be deducted from sick leave for bereavement in the immediate family (as defined in Article 1-17). Bereavement will include travel time. *(2007)*

9-2 Classified employees will be granted bereavement leave of not more than five (5) working days per year for bereavement of friends and relatives not included in the definition of "immediate family" (as defined in Article 1-17). Such bereavement leave shall only be granted with approval of the Superintendent or designee and shall be deducted from accrued sick leave.*(2007)*

9-3 Classified employees may be granted leave, upon application to the Superintendent or designee, of not more than five (5) working days per year at 50% salary deduction when a situation is not covered in 9-1.

ARTICLE X – MILITARY LEAVE

10-1 Employees who are members of the uniformed services are entitled to military leave. The uniformed services covered include the Army, Navy, Marines, Air Force, Coast Guard, Public Health Service Commissioner Corps, the reserve components of these services, and any other category dispatched by the President in time of war or national emergency. The Army National Guard and Air National Guard are also covered. *(2011)*

10-2 The employer must provide employees with notice of their rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA). This requirement may be met by posting the notice where the District customarily places notices for employees.

The District may require written (orders) or verbal notice of service obligation, but must waive the requirement if notice is impossible or unreasonable. *(2011)*

10-3 Salary and Benefits

10-3-1 *Leave Without Pay* – The employer will treat the employee the same as any other employee on leave without pay. The employee may choose to use annual leave and compensatory time, if any, before going on leave without pay. *(2011)*

10-3-2 *Health Insurance* – There is no impact to the employee's insurance coverage, including life insurance inclusive of the health insurance package. The District and employee premium payments or obligations, if any, remain unchanged for 30 days. Employee may then continue coverage similar to that required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) for either 24 months or through the day after the date on which the employee fails to apply for reemployment in a timely manner; whichever is lesser (see ***Reemployment*** below). The District must reinstate coverage upon the employee's prompt reemployment without the imposition of exclusions or waiting periods. An employee who takes up to 90 days after leaving the military before commencing his/her reemployment may stay on the military health insurance however it is the employee's responsibility to verify the continuation, scope, and duration of coverage. *(2011)*

10-3-3 *Seniority* - An employee is entitled to the seniority (and rights and benefits governed by seniority) s/he had accrued at the commencement of military leave **plus** any additional seniority rights and benefits that s/he would have attained if s/he had remained continuously employed (the "escalator principle"). However, if a probationary period is a bona fide period of observation and evaluation, the returning employee must complete the remaining period of probation upon reemployment. The District must count time served for the purpose of determining annual and sick leave accrual rates, if the accrual amount is based on seniority. Additionally, the District must count time in the military when determining the employee's rate of pay if the rate is based on seniority (e.g., a grade-and-step pay system). The District is not required to accumulate annual or sick leave for an employee during his/her absence. The "escalator principle" will be applied to a returning employee's opportunities to take promotional examinations or skills tests, and to merit pay increases. *(2011)*

10-3-4 *Retirement* – Time served will be counted as work time for purposes of retirement. The District must make contribution payments to the retirement plan as if the employee had not left, provided the employee returns to work. The District contribution will be based on the rate of pay the employee would have been paid had s/he not been called to military service (e.g., a grade-and-step pay system). An exception to this requirement is when the higher pay is based on additional knowledge, skill, or ability that can only be gained by work experience. *(2011)*

10-3-5 *Death* or *Disability* – If an employee does not return to work due to death or disability; the survivor or disability benefit is treated as if the employee had been working until the date of the death or disability. The District must make the retirement contribution up to the date of the death or disability. *(2011)*

10-3-6 *Other Leave* – The District must count time served in the military when calculating the employee's Family Medical Leave Act eligibility. *(2011)*

10-4 Re-employment – An employee has certain report-to-work obligations following military service. Eligible returning service members must be promptly re-employed, which in most cases means within two weeks of reporting. The employee's report-to-work obligations are:

10-4-1 Service of one to 30 days: The beginning of the next regularly scheduled work period on the first full day following completion of service, and expiration of an eight-hour rest period following safe transportation home.

10-4-2 Service of 31 to 180 days: Application for reinstatement must be submitted not later than 14 days after completion of military duty.

10-4-3 Service of 181 or more days: Application for reinstatement must be submitted not later than 90 days after completion of military duty.

The deadline for reinstatement may be extended for up to two years for persons who are convalescing due to a disability incurred or aggravated during military service, and the employer must make reasonable accommodations for the impairment.

Reemployment rights apply to veterans whose cumulative period of uniformed service does not exceed five years while employed by the District. Time spent in National Guard and reservist training does not count towards the five-year period. *(2011)*

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:

11-1-1 The classified employee has worked for the District one (1) full year.

11-1-2 The classified employee gives written notice to the Superintendent or designee of his/her desire to return to work ninety calendar days (90) before the end of the leave.

11-1-3 Such leave may be requested at any time during the pregnancy or within four (4) months after the birth of the child.

11-1-4 Such request must be accompanied by a birth certificate if appropriate. *(2007)*

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 – ANNUAL LEAVE

Employees are encouraged to take their leave in a timely manner. All regular full-time employees will earn annual leave beginning from their initial date of hire as follows:

12-1 Full-time, year-round classified employees shall be entitled to the hourly equivalent of ten working days of 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 the hourly equivalent of fifteen working days of paid annual leave. After fifteen (15) years of consecutive employment, a full-time, year-round classified employee shall be entitled to the hourly equivalent of twenty (20) working days of paid annual leave. *(2011)*

12-2 Annual leave is earned and credited to the employee on a monthly basis coinciding with pay periods. Annual leave is provided to employees for the purpose of rest and relaxation from their duties and for attending to personal business. Employees may not use annual leave before the end of the pay period in which the hours accrued. *(2011)*

12-3 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. *(2011)*

12-4 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. Upon termination, an employee with more than six months of continuous employment will be paid for all accrued annual leave at the employee's last regular rate of pay. *(2011)*

12-5 Annual Leave is an earned benefit. If employees meet the requirements in Section 11-4, they shall be allowed to take their annual leave at a time(s) of their choosing, provided they submit a vacation calendar to their immediate supervisor no later than July 1st of the school year for which the vacation is requested. 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. *(2011)*

12-6 District staffing needs as well as emergency situations may require denial of annual leave requests and/or rescheduling of approved dates.

12-7 No more than the hourly equivalent of two (2) years annual leave may be accumulated. No additional annual leave shall be accrued beyond the maximum that could be accumulated over two (2) years. *(2011)*

12-8 In unusual circumstances, earned annual leave may be accumulated beyond the two (2) year maximum, provided the employee was unable to take vacation leave due to workload and the extended accrual is approved by the District. *(2011)*

ARTICLE XIII – PERSONAL LEAVE

13-1 All classified employees shall be granted the hourly equivalent of five (5) days of personal leave each year. The equivalent of two days shall be granted at no salary deduction. The equivalent third and fourth days shall be granted with deduction in pay limited to fifty (50) percent of the employee's regular salary. The equivalent 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 must be given. *(2011)*

13-2 Annually, if a classified employee uses only one of the two days at no deduction he/she may, on or before the last day of school on a form provided by the District, elect to convert that day to sick leave.

Annually, if a classified employee uses neither of the two days at no salary deduction, he/she may, on or before the last day of school on a form provided by the District, elect to convert the unused days to sick leave; or receive payment from the District of $30 per day, or his/her daily rate of pay whichever is less.

Personal leave may be refused during the first and last week of school and/or the day before or after any scheduled vacation. *(2014)*

13-3 Leave shall be granted, with no deduction in pay for any classified employee required to be absent from assigned duties by reason of his/her appearance as a witness for the District, 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 provide document to site administrator/supervisor or appropriate/ designee. *(2011)*

13-4 Any monies issued to the employee by a court of law for his/her appearance as a juror shall be turned over to the District, who will then determine if any monies should be returned to the employee.

13-5 The leave provisions of paragraph 13-3 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 District with deduction in pay as outlined in Article XIII, section 13-1 Personal Leave. *(2011)*

ARTICLE XIV – ASSOCIATION LEAVE

14-1 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.

14-2 The Superintendent or designee 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 or designee 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 or designee. *(2007)*

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 or designee 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. *(2007)*

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 XV – LEAVES OF ABSENCE

15-1 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)*

15-2 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)*

15-3 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)*

15-4 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.

15-5 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.

15-6 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.

15-7 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.

15-8 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.

15-9 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 XVI – INCENTIVE FOR EARLY RESIGNATION NOTIFICATION

16-1 Classified employees who notify the District of their intent to resign from employment at the end of the school year are eligible for a one-time bonus of five hundred dollars ($500) under the following conditions: (2014)

16-2 Notification must be given to Human Resources in writing (signed by the employee) no later than February 1st stating the employee's intent not to return the following school year. (2014)

16-3 Once the resignation has been submitted, it is binding on the employee and may not be rescinded.

16-4 Payment of the bonus shall be made on the employee's final paycheck from the District. *(2012)*

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) Nevada Day
5-6) Thanksgiving Day & Day after (Family Day)
7-8) Christmas Day & Christmas Eve
9) New Year's Day
10) Martin Luther King Day
11) Presidents Day
12) Memorial Day

The holiday schedule shall be given after the State Board of Education approves the annual school calendar. *(2014)*

ARTICLE XVIII – POSITION OPENINGS AND EXAMINATIONS

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

18-1 Openings (vacancies) for classified positions represented by the Association and referenced in this Agreement shall be announced on an open competitive or internal basis. 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. The vacancy notice shall include the opening and closing dates, job title, wage classification, location, a concise job description and all qualifications required to fill the position.

18-2 As an equal opportunity employer, all interested classified employees are required to submit a letter of interest and update their District employment application. It is the applicant's responsibility to fully complete the District application and demonstrate how s/he meets the minimum qualifications of the position applied for. All applications received will be subject to the same screening procedures and all applicants will be notified of their eligibility or non-eligibility. *(2014)*

18-3 Classified employees who meet the minimum qualifications for an open competitive position will participate in the same selection process as other external applicants. The District will add five (5) points to the overall score achieved by any classified candidate.

18-4 Any classified employee, who applies for a posted/advertised vacancy and is not selected for the position, may request to meet with Human Resources to review said employee's qualifications and to be given feedback regarding his/her performance during the recruitment/testing process. It is understood that such feedback is not a guarantee of future positions. The denial of a position is not grievable under the terms of this Agreement.

Probationary employees may not apply for internal only postings, but may apply for open competitive positions.

ARTICLE XIX – TEMPORARY ASSIGNMENTS

19-1 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 Director of Human Resources, shall after three (3) working days, be granted the salary of the job filled until the assignment is completed. Placement in the salary range of the temporary assignment will be at the same step (with educational credits) as the normal assignment. *(2011)*

19-2 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.

19-3 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)*

19-4 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)*

19-5 All persons temporarily assigned to 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. *(2011)*

ARTICLE XX – TRANSFER AND REASSIGNMENT

20-1 Placement of personnel within the District (per NRS 288.150 (3)) remains the sole right and discretion of the District, subject to the provisions of the Agreement. *(2011)*

20-2 An employee shall retain his/her step if the employee transfers to a higher paid position.

An employee who transfers to a position in the same classification, e.g., school secretary II (elementary school) to school secretary II (secondary school) will be paid the same rate the employee received in the former position.

Any employee who transfers to a position assigned to a lower salary range will be placed in the salary range assigned to that classification and will remain at the same step position. *(2011)*

20-3 Notwithstanding reduction in force:

20-3-1 Involuntary transfer, if made, will occur only after all transfers eligible under Article XVIII, have first occurred. If an involuntary transfer does occur, the employee shall suffer no loss of benefits.

20-3-2 If an employee is involuntarily transferred to a lower paying position s/he will be guaranteed his/her present salary for at least one (1) full calendar year from the effective date of transfer. *(2014)*

20-3-3 For a lateral in-District transfer, a written transfer request shall be acceptable to the District and the employee will not be required to complete and submit the online application. The transfer request does not guarantee the employee the new position. *(2013)*

20-4 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 reassigned with no loss of salary or benefits. 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 reassignment or change of job under this article. *(2011)*

20-5 All accrued benefits will transfer with the employee.

ARTICLE XXI – REDUCTION IN FORCE

21-1 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 fourteen (14) days prior to the written sixty (60) calendar day notification. *(2011)*

21-2 Reductions in force will be accomplished in accordance with the procedures hereinafter set forth.

21-2-1 Reduction shall be made first among all probationary employees whose employment is within the areas of employment and/or school district operations within which such reductions in force will occur. *(2010)*

21-2-2 District seniority within the targeted job family will determine the order of reduction in force. If the employee is RIF'd from a targeted job family and has seniority in other families, the employee retains bumping rights in their previous family. *(2014)*

21-2-3 If an employee assumes a lower paying position he/she will be guaranteed his/her present hourly wage for at least one (1) full calendar year. *(2013)*

21-2-4 The RIF'd employee with seniority will be placed first, in a lateral position with hours and days, if possible, remaining the same. The RIF'd employee with seniority shall be able to bump like-to-like within the targeted family with less seniority starting at the last hired with same hours and days, if possible. *(2014)*

21-2-5 A classified employee, who becomes a licensed, administrative or unclassified employee, and has not broken service in the Churchill County School District, if reduced in force, may retain seniority and bumping rights into the classified association for up to two years, (i.e. 145, 180 days, 200 days, 260 days and so forth as determined by the employees' days worked) after his/her date of hire as a licensed, administrative or unclassified employee. *(2014)*

21-2-6 In the case of two (2) or more employees having the same hire date, the reductions of those employees will be done by using overall District seniority first and drawing lots, if needed. *(2013)*

21-2-7 Released employees will be notified by the District and will have the opportunity to fill any job opening if qualified after Article XX Voluntary Transfer has been applied. *(2000)*

21-2-8 **RIF'd** employees will be entitled to payment of all unused sick leave at the rate of twenty-five (25%) of each day of unused sick leave not to exceed $40 per day, up to a maximum of the employee's contract days. However, the minimum amount any individual will receive will be $20.00 (twenty dollars) for each day of unused sick leave. (Refer to Article 8-8 regarding maximum yearly aggregate amount available.) The **RIF'd** employees will have the option of the minimum payment at the date of

reduction or wait for one (1) year. The amount of unused sick leave may be restored upon recall by repayment of the amount of funds received. *(2010)*

21-3 District and Association officials will cooperate in updating a seniority list annually. *(2007)*

21-4 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 for which they are qualified, without resulting in promotion. *(2013)*

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 21-2) 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'd. The recalled employee will also be reinstated with their original seniority date. *(2014)*

21-5 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 internal vacancies by e-mail to the last e-mail address furnished to the District by the employee. If the employee does not have an e-mail address, written notification shall be sent to the employee at 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. *(2013)*

21-6 According to the language in NRS 288.170, the Superintendent's Secretary Position will be exempt from Article XXI-Reduction in Force. All other negotiated articles will apply to this position. *(2014)*

ARTICLE XXII – DEDUCTIONS

22-1 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.

22-2 Each employee may elect payroll deductions as follows:

Insurance premiums.
Payments or deposits to the employee's credit union.
Monthly payment of association membership dues.
Benefits under an IRS Section 125 Plan.
Other deductions related to health or retirement benefits.

22-3 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.

22-4 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.

22-5 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 1st day of any calendar month to be effective in that month. *(2007)*

22-6 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.

22-7 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 XXIII – SALARY

23-1 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.

Effective July 1, 2013, in lieu of any COLA adjustment to the salary ranges contained in Appendix A of this agreement, the District agrees to pay an additional 1% portion of the PERS contribution rate. This represents the employees' portion of the increase (per NRS 286.421) to the overall contribution rate for FY 2014. *(2014)*

TITLES	SALARY RANGE
SECRETARIAL	
Secretary to Superintendent	31
Administrative Secretary	29
School Office Manager (Secondary)	29
Department Secretary	27
School Office Manager (Elementary)	27
Administrative Clerical Aide	26
School Secretary II	25
School Secretary I	21
ACCOUNTING	
Account Technician	29
Account Clerk I	24
MAINTENANCE & OPERATIONS	
Custodial Supervisor	34
Maintenance Technician	32
Groundskeeper Supervisor	30
Maintenance Worker II	28
Groundskeeper	26
Maintenance Worker I	24
Custodian	24
Sanitation Truck Driver	24
TRANSPORTATION	
Garage Supervisor	34
Mechanic	32
School Bus Driver	24
School Bus Driver Trainer	25

TITLES	SALARY RANGE

FOOD SERVICE

Food Service Supervisor	21
Food Service Worker	17
Food Service Assistant/Cashier	15

INSTRUCTIONAL

Duty Assistant	15
Paraprofessional Instructional Assistant	20
Paraprofessional Instructional Assistant – Technology	20
Paraprofessional Instructional Assistant – Vocational	20
Paraprofessional Library/Media Assistant	20
Paraprofessional Instructional Assistant – ESL/ELL	21
Paraprofessional Instructional Assistant – Early Childhood	21
Paraprofessional Management/Media Assistant	21
Paraprofessional Migrant Education Assistant	21
Family Services Specialist	21
Paraprofessional Instructional Assistant – IEP Coordinator	22
Paraprofessional Special Education	24
Paraprofessional Career Development Coordinator	24
Paraprofessional Library Specialist	25
Sign Language Interpreter 0-1.9 EIPA Test	21
Sign Language Interpreter – 2-2.9 EIPA Test	25
Sign Language Interpreter – 3-3.5 EIPA Test	30
Sign Language Interpreter – 3.6-3.7 EIPA Test	31
Sign Language Interpreter – 3.8-3.9 EIPA Test	32
Sign Language Interpreter – 4.0 EIPA Test	34

MISCELLANEOUS

Human Resource Technician	27
Classified School Nurse – RN	34
Classified School Nurse – LPN	31
Computer Technician II	30
Warehouse Worker	28
Computer Technician I	28
Campus Security Officer	26
Health Aide	23
Human Resource Analyst	31
Differential Response Advocate	33
FRC Coordinator	34

(2014)

23-2 Salary Schedule – The salary schedule appears as Appendix A at the end of this document. The salary schedule consists of 43 different ranges each with steps A through Y. Education credits

are also reflected. Individual placement on the salary schedule is based on service with the District and approved educational credits. *(2014)*

23-3 The actual work schedules and duty assignments for all employees will be determined by the immediate supervisor and/or the Superintendent or designee. 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. *(2007)*

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)*

23-4 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 from his/her immediate supervisor, subject to district policy and state/federal laws. 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.

23-5 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 Human Resources, which has the final authority in making this determination. *(2014)*

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.

23-6 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 and September 1 for school 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 school calendar, etc. *(2014)*

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

Full-time for at least one-half (½) the contracted work year;
Half-time for a full contract year; or

Part-time for two (2) full years. *(1996)*

23-7 Salaries specified on classified salary schedule shall be paid in twelve (12) equal monthly payroll checks.

23-8 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. *(2007)*

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 Human Resources. *(2014)*

Classified part-time employees may apply for and hold other open part-time positions that would provide enough hours to receive benefits. *(2011)*

23-9 In-service 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 In-service Committee will consider some classes specific to the needs of classified employees.

23-10 The District will recognize credits earned in in-service 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 pre-approved by Human Resources. 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 1.25% increase to the individual's present salary. Only credits earned after accepting employment and since July 1, 1985 will be accepted. Movement must be subject to application to and approval by Human Resources. Human Resources 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)	*(2014)*

23-11 Transcripts or grade reports for advancement credits will be submitted to Human Resources no later than 4:00 p.m. June 30 for 12 month employees and August 31 for school calendar employees. *(2014)*

23-12 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 their regular rate of pay. *(2014)*

23-13 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.

23-14 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 Human Resources. *(2014)*

If approved, the reclassification pay increase will be retroactive to date of request (November 1). Positions reclassified will be considered upgraded and will not be considered a new position or require a job announcement or an interview. Employees who are granted reclassification will remain in their new classified position. *(2010)*

23-15 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)*

23-16 Hours worked in excess of 40 hours per week by agreement between supervisor and employee and prior approval of the Superintendent or designee 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. *(2014)*

23-17 A shift differential of $.25 (twenty-five cents) per hour for work after midnight will be paid to classified employees if they work a shift starting in the PM and ending in the AM when a majority of their scheduled hours occur after 12:00 midnight. *(2007)*

23-18 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)*

23-19 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)*

23-20 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)*

23-21 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:

23-21-1 If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.

23-21-2 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.

23-21-3 If the employee completes two (2) years of service with the District, no reimbursement shall be made to the District.

23-22 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:

23-22-1 If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.

23-22-2 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.

23-22-3 If the employee completes two (2) years of service with the District, no reimbursement shall be made to the District. *(2006)*

23-23 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. *(2011)*

23-24 The Differential Response Advocate and FRC Coordinator positions have the following limitations:

23-24-1 These grant funded positions do not have rights under Article 21 – Reduction in Force. If funding is cut or is no longer available, these positions will be cut or terminated accordingly.

23-24-2 These positions do not have seniority rights.

23-24-3 For the contract year 2013-14, they will be placed in the appropriate ranges, but their wages will not to be changed to reflect that of the step closest to their hourly rate.

23-24-4 These positions will no longer receive annual wage increase of 2%. They will move on the salary table with all classified staff with the same increase (1.82%). (2014)

ARTICLE XXIV – BENEFITS

24-1 The District shall provide health insurance including vision and dental coverage without premium cost to eligible members of the classified bargaining unit. The District and bargaining unit agree to review health care coverage, premiums and availability for the eligible classified employees annually. The District and bargaining units will strive to provide the current level of benefit. Continuation of current benefits and plans is not automatic. If the benefits change during the contract year, the eligible classified employees agree to accept any benefit changes for the remainder of the term of the insurance policy. *(2010)*

It is recognized that participation in the community sponsored wellness program increases the awareness of healthier life styles and can be an effective tool in helping to reduce insurance claims. Members of the classified bargaining unit are encouraged to take advantage of the opportunities provided through the wellness program. *(2007)*

24-2 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 coverage is available at the business office of the District. *(2000)*

24-3 Benefits Eligibility:

24-3-1 Employees covered by this agreement and hired after January 12, 2012 will be eligible for the District's benefits package described in 23-1 as follows: *(2014)*

24-3-2 An employee covered by this agreement who works twenty-eight (28) hours or more per week will receive full benefits as provided in this contract under 23-1. It is understood no employee will receive overtime pay unless they work more than forty hours (40) per week. *(2011)*

24-3-3 An employee who works less than twenty-eight (28) hours per week and at least twenty (20) hours per week will be eligible for benefits coverage as described in 23-1 and may purchase health insurance on a pro-rated premium co-pay based on the actual FTE (as defined in 1-3) – e.g., a 0.5 FTE (20 hrs/wk) would pay 50% of the premium, etc. The employee's portion of the premium will be paid by pre-tax payroll deduction. *(2014)*

24-4 Classified employees receive PERS benefits as described and covered by PERS regulations.

ARTICLE XXV – SCHOOL BUS DRIVERS

25-1 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 attending District mandated meetings, first aid classes, and monthly staff meetings will be at the bus driver's regular rate of pay. *(2013)*

25-2 Every school year, the Transportation Department will recognize all routes and will conduct a re-bid. This includes re-timing each route. The purpose of the re-bid is to align all routes to the student population throughout Churchill County. *(2014)*

All drivers and monitors will be notified in writing of the route reorganization in May of each year. The re-bids will be held 10 days prior to the first day of school. The bids will be done in seniority order starting with the most senior driver to the least senior driver. Only drivers who have an established route will be allowed to bid. If routes go unassigned, they will be posted for sub drivers and other qualified applicants to apply. Assignment of unassigned routes will be done through the interview process and selected by the Director of Transportation. *(2014)*

If a bus route becomes available, a driver may request a transfer to the route. *(2014)*

Regular extra routes will be established by the Superintendent or designee upon recommendation by the Director of Transportation 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. *(2014)*

25-3 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.

25-4 School bus drivers have the responsibility to clean the inside of the bus and to perform safety checks on their assigned buses. All drivers are to report fifteen (15) minutes before their A.M. leave time and fifteen (15) minutes before their P.M. leave time. They will be paid at their regular rate to perform these duties. *(2010)*

25-5 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:

25-5-1 If a driver leaves before the end of one (1) year of employment, full reimbursement for the license will be made to the district.

25-5-2 If a driver leaves before two (2) years of service is completed, 50% reimbursement for the license will be made to the district.

25-5-3 If a driver completes two (2) years of service with the district, he/she will not have to make any reimbursement to the district.

25-6 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:

25-6-1 If the employee leaves before the end of one (1) year of employment, full reimbursement will be made to the District.

25-6-2 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.

25-6-3 If the employee completes two (2) years of service with the District, no reimbursement will be made to the District. *(2006)*

25-7 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)*

25-8 The makeup of the District Transportation Advisory Committee will be:

Transportation Manager
District Administrator
Mechanic
Senior Driver
Junior Driver
Alternative Driver
NCSEA Representative
District Principal or Vice Principal *(2010)*

25-9 Bus drivers who travel outside of Churchill County will be eligible for per diem for trips that are a minimum of five (5) hours, including the pre-trip check and post-trip cleaning. The per diem payments will be paid monthly on a form provided by the district. *(2014)*

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.

Memorandum of Understanding (MOU)

This administration intends to revise District Policy 4811 – Early Retirement Incentive Plan.

Policy 4811 relates to employee salary or wages or other forms of direct monetary compensation. Therefore, in accordance with NRS. 288, any alterations made to the Policy will be done via the collective bargaining process.

The policy committee will be reviewing this policy and invite NCSEA to attend the committee meeting where the policy is on the agenda.

This MOU will be effect for the 2015 contract year only. *(2014)*

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, 2015**. *(2014)*

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. *(2014)*

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

_____
President

_____
Clerk

_____
Date

NEVADA CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION

_____
President

_____
Secretary

_____
Date

APPENDIX A – SALARY SCHEDULE