NEGOTIATED CONTRACT

BY AND BETWEEN

ESMERALDA COUNTY SCHOOL DISTRICT

AND

ESMERALDA COUNTY SUPPORT STAFF ORGANIZATION

2013-2014
2014-2015

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ARTICLE I: RECOGNITION

1-1 The School District recognizes the Esmeralda County Support Staff as the exclusive representative of all employees employed by the District subject to this Agreement, except such employees as excluded by NRS 288.

1-2 The Organization recognizes that the School Trustees, as representatives for the District, have the final responsibility for establishing policies of the District.

1-3 All rights and privileges expressly granted to the Organization under the provisions of this Agreement are granted for the exclusive use of the Organization subject to the exception of NRS 288.140 and the prohibitions of NRS 288.270

1-4 It is agreed that the District Business Manager and Financial Manager shall be excluded from the bargaining unit represented by the Association and will be considered confidential employees.

ARTICLE II: DEFINITIONS

2-1 The term "Trustees", as used in this Agreement, means the Board of Trustees of the Esmeralda School District.

2-2 The term "Organization", as used in this Agreement, means the Esmeralda County Support Staff Organization, an affiliate of the Nevada State Education Association and the National Education Association.

2-3 The term "Superintendent", as used in this agreement, means the superintendent of schools of the Esmeralda County School District.

2-4 The term "employee" as used in this agreement means any classified employee holding a position on the classified employee salary schedule.

2-5 The term "Appropriate Unit" shall mean all classified employees except those who are either temporary labor or confidential employees.

ARTICLE III -- DISCIPLINE AND DISCHARGE

3-1 The permanency of school district employment of personnel is discretionary with the Board. Such discretion is delegated to the Superintendent.

3-2 Disciplinary action, including dismissal when mandated by law, or when it is considered in the best interest of the district, shall be commenced for the following:

1. Immoral conduct
2. Improper conduct with student(s) or employee(s)

3. Physical or mental condition making the employee unfit to associate with students.
4. Conviction of sex offenses
5. Commission of criminal acts including aiding or abetting in the commission of such acts.
6. Dishonesty, false statements
7. Theft
8. Illegal use of drugs or narcotics, or illegal possession of drugs or narcotics
9. Felony or a crime of moral turpitude
10. Violation of or refusal to obey,
    a. Orders of Superintendent
    b. Policies of the Board
    c. Regulations of the State Board of Education or the State of Nevada
11. Competency
12. Evident unfitness for service
13. Unauthorized or unduly frequent absences
14. Illegal, improper, unauthorized, or personal use of school equipment or supplies.
15. Chronic tardiness
16. Incompatibility with fellow workers
17. Persistent violation of safety regulations
18. Unsatisfactory performance of duties

3-3 Progressive Discipline

It is agreed that a policy of progressive discipline will be followed which would normally include the following steps:

1. Verbal warning
2. Written Reprimand
3. Suspension
4. Dismissal

It is understood that these elements of discipline: verbal warning, written reprimand, suspension or dismissal may be implemented at any level by the Superintendent depending on the seriousness of the offense. If an employee is dismissed by the employer, he/she will be paid as soon as possible.

3-4 An employee may be terminated without prior warning for the following misconduct or causes:

a. Immorality
b. Physical or mental incapacity
c. Conviction of a felony or a crime involving moral turpitude
d. Dishonesty

3-5 Abandonment of Work - An employee absent from work in excess of three days without a satisfactory explanation shall be considered to have abandoned his/her job and shall be terminated immediately.

3-6 Just Cause - No employee will be disciplined, suspended, demoted, dismissed, terminated or otherwise deprived of any employment advantage without just cause. Just cause shall mean (1) a determination that the employee did commit the inappropriate act or behavior for which the employer wishes to take action and (2) the action to be taken by the employer is appropriate under the progressive discipline model of Article 3-3 above.

ARTICLE IV - LEAVES

4-1 Vacation Leave

Twelve (12) month employees are eligible for vacation after they have been continuously employed for six (6) months.

Vacation leave is earned from the first day as follows:

Service Years	Rate Per Month	Annual Paid Vacation	Maximum Accumulation Allowed
First day to end of year 5	6.67	80 hours	160 hours
Year 6 to end of year 10	10.0	120 hours	240 hours
Year 11 to retirement/ termination	13.33	160 hours	320 hours

Vacation leave will be granted according to earliest dated request. In case of same-day request, seniority will be honored. The District suggests that employees schedule vacation leave at a time other than when school is in session.

4-2 Holiday Leave

The following days that occur on a regular classified workday will be paid holidays for those employees defined as full-time personnel. Part-time and temporary employees shall not be eligible for those paid holidays occurring during their tenure of employment.

Full time 12 month employees shall receive the following paid holidays:

The day of New Years Eve
New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Fourth of July
Labor Day
Nevada Day
Veterans Day
Thanksgiving and the Friday following
The day of Christmas Eve and Christmas day

If the holiday falls on a Saturday or Sunday, the holiday will be observed on the previous Friday or the following Monday as set by the Board of Trustees on the annual calendar.

Full time 9 month employees will receive paid holidays for those holidays that fall within the school year.

The employee must be paid for the scheduled workday preceding and the scheduled workday following the holiday to receive the pay for the holiday. Any exception will be approved by the Superintendent.

Holiday pay will be based on an 8 hour day.

4-3 Sick Leave

At the beginning of each school year, each employee will receive the following sick leave annually:

12-month employee's	120 hours
10-month employee's	100 hours

Unused sick leave will accumulate as follows:

All classified employees may accumulate to a maximum of 1440 hours

After ten (10) consecutive years of service in the district and upon termination of employment, employees will receive a lump sum payment for all days of accumulated unused sick leave, up to one 1440 hours maximum, at the rate of twenty-five percent (25%) of his/her current hourly salary times the number of hours accrued.

Sick leave is available to be used for personal illness or disability, maternity, personal medical appointments, quarantine, or communicable disease.

Sick leave may be used for absences necessitated by pregnancy, miscarriage, childbirth, and recovery.

The employee may use up to ten (10) days annually of allotted sick leave for the necessary care of ill or disabled children, spouse, parents, parents in-law, and brothers/sisters. Additional days for care of family members noted above may be granted by the Superintendent.

Each employee may be required to furnish satisfactory proof of the necessity for the sick leave, if such proof is requested by the Superintendent.

The employee must notify the appropriate supervisor when sick leave is required. Such notice should be given on the preceding day, if possible. In an emergency, notification shall be made as soon as possible.

(a) Establish a sick leave bank for major illness or injury. Employees covered by this agreement may become members of the sick leave bank by voluntarily contributing one sick leave day for the establishment and operation of the bank. This bank is to assist employees who have long term illness or disabilities and have exhausted their sick leave accumulation.
(b) Only individuals who have contributed to the bank are eligible for benefits. Application for benefits from the sick leave bank shall be made to the Sick Leave Bank Committee. The Committee shall be made up of two members appointed by the Association President and one appointed by the Board of Trustees. The decision of the Committee shall be final.
(c) At the beginning of each school year there will be a nine week open enrollment period. Eligible staff must notify the school district in writing of their desire to participate in the bank on a form by October 15 of each year. The form will allow the employee to accept or decline membership in the sick bank.
(d) Enrollment in the bank shall continue automatically from year to year unless notice of withdrawal is given in writing during the enrollment period. Withdrawal will not result in reinstatement of the time contributed to the bank.
(e) When the number of days in the bank falls below ten (10), the Committee will inform the bank membership that a special assessment of one sick leave day per member will be made to replenish the bank.
(f) The maximum anyone can contribute to the sick bank at any time is one sick leave day with the exception of upon joining the sick leave bank two days may be contributed if the new member wishes to.
(g) The maximum cumulative number of hours which any eligible person can be granted from the sick bank during one school year is one hundred sixty (160) hours. The maximum cumulative number of hours which an eligible person can be granted from the sick leave bank during their period of employment with the ECSD is three hundred sixty (360) hours. The sick leave bank is not to exceed one hundred twenty five (125) days or one thousand (1,000) hours.

1. After five (5) years of continuous employment with the District, each employee who uses three (3) days or less of sick leave in the preceding year may sell back up to five (5) days of unused sick leave at the rate of 50% of his/her current hourly daily rate of pay per day. Each employee who uses five (5) days or less of sick leave in the preceding year may sell back up to three (3) days of unused sick leave at the rate of 50% of his/her current hourly daily rate of pay per day. Employees, who wish to take part in the buy-back of unused sick leave for the prior school year, must notify the ECSD in writing no later than August 31st of that year.

It is agreed this section, specifically 4-3-1, will be reviewed for possible renegotiation in 2013.

4-4 Personal Leave

This leave will only be granted to personnel who work twenty (20) hours or more per week. More than eighty (80) hours of accumulated personal days will accumulate to sick leave. Unused personal will transfer to sick leave at the end of the fiscal year. One-day advance notice to his/her supervisor is required before leave can be taken.

1-2 years service	Eight (8) hours - accumulate to sixteen (16) hours
3 or more years service	Twenty four (24) hours - accumulate to eighty (80) hours

4-5 Bereavement Leave

Maximum forty (40) hours. Up to forty hours shall be allowed annually at full salary to employees who work 20 or more hours per week for death of a relative, or as agreed between the employee and the Superintendent/Principal or designee (non-accumulative). The hours used will be charged against the employees accumulated sick leave hours.

4-6 Maternity Leave

An employee and an employee who's spouse is pregnant shall submit a request for leave of absence in writing no later than three (3) months in advance of leave date, which shall include commencement date and tentative return date. The employee shall be notified in writing of the conditions of the approved maternity leave which will include mutually agreed upon dates.

Upon granting the maternity leave, the District guarantees the classified employee employment at the same position or one substantially equivalent. The employee will retain appropriate placement on the salary schedule. Any maternity leave of absence shall be leave without pay or with sick leave pay, at the discretion of the employee, and/or according to eligibility.

In approving a maternity leave of absence, the school district shall not grant any leave more than twelve (12) months in duration.

4-7 Military Leave

Persons employed in any capacity by the Esmeralda County Board of Trustees (other than those on a temporary basis) shall be entitled to military leave for ordered military duty with full employment and reinstatement rights as provided by law. An employee shall be allowed a leave of absence from his/her duties while performing ordered military duty.

4-8 Legal (Jury) Leave

All employees will be granted paid court leave without a loss of days or salary under the following conditions:

1. Employees who are required by court order to appear in court and that appearance is not for financial or personal interest shall be granted court leave.

2. Employees who are required to serve on juries will not be allowed to keep the juror compensation paid by the court but can keep mileage reimbursement. The juror compensation will be turned in to the Esmeralda Board of Trustees. However, an employee may take personal leave to serve on a jury and retain the juror compensation.

All employees required to attend court under conditions other than above, must do so without pay or request personal leave.
An employee requesting pay for legal leaves and absences must file a copy of the subpoena with the district administration office and inform his/her immediate supervisor prior to the absence. Employee shall keep the supervisor informed on the length of the absence.

In the event jury duty service terminates prior to 50% of the employee's regular working hours, the employee shall report to work to complete the remainder of the working day if they are not taking personal/vacation leave.

4-9 Retirement Plan

All classified personnel working 20 hours or more are required to become members of the Public Employees' Retirement System of Nevada. The school district pays full contribution to the retirement plan.

4-10 Organization Leave

Temporary leave at full salary will be available for employees for attending professional Association committee conferences, conventions and assemblies. Total leave days available to the Support Staff is three (3) days.

All leaves to those authorized must be:

1. Signed by the authorized representative with dates and reasons for leave.
2. Completed five (5) days prior to date of leave.
3. Exception to five (5) days notice may be granted only in cases of emergency situations.
4. Approved by the District Superintendent.

4-11 In-Service Training

Food service personnel shall attend two (2) in-service trainings per contract year with compensation at their regular daily pay rate, per diem and lodging.

Computer Technician personnel shall attend 5 training or in-service classes per contract year with compensation at their regular daily pay rate, per diem and lodging.

ARTICLE V - COMPENSATION

5-1 Pay Periods

The pay periods of classified personnel shall be bimonthly.

5-2 Time Sheets

Each employee is responsible for his/her own time sheet. It is the sole responsibility of the employee to sign and submit their time sheet in accordance with payroll procedure. Any type of leave used during a pay period being submitted must be marked on the time sheet to show the day(s) when the leave was used. Falsifying a time sheet is cause for dismissal.

5-3 Overtime

Overtime work shall be authorized by the Superintendent in advance, unless an emergency situation exists. A total of 40 hours must be worked in any work week before overtime will be paid. An employee may also take compensatory leave during a week where overtime was authorized. Those employees authorized for overtime shall be compensated at one and one-half times regular rate of pay for the work in excess of the standard 40-hour week. If an employee is requested to work on a holiday because of an emergency, he/she will be paid the rate of one and one-half times the hourly rate in addition to the regular pay for that holiday.

(a) Comp time shall have a cap of 80 hours and may be sold back at the employee's hourly rate if it cannot be used starting when the contract is ratified. Comp time previously acquired to contract ratification will continue to be banked and used by the employee as desired.

(b) Any employee called back in to work before or after the consistent and specific scheduled starting and ending hours in an employee's workday, shall be compensated a minimum of two (2) hours worked at their regular hourly wage.

(c) Overtime rates will be paid when applicable where a call back results in the actual time worked exceeding forty (40) hours per week.

5-4 Employee compensation and/or the salary schedule will be adjusted as follows:

(a) For the 2011-2012 and 2012-2013 years, the salary schedule shall not be adjusted from the 2009-2010 and 2010-2011 years. For the 2011-2012 year only, each classified employee shall receive a retroactive 2% bonus payment on that year's salary to be paid on the first payday in September 2012. For the 2012-2013 year only, each classified employee shall receive a 2% bonus payment on that year's salary to be paid in June 2013. All other changes agreed by the parties in the Negotiated Agreement are in full force and effect beginning July 1, 2012.

(b) All classified employees will receive any and all raises provided by the State.

Employees shall be paid according to the salary schedule agreed upon. New employees will be placed on the schedule according to qualifications and agreement with the Superintendent/Principal.

5-5 The District will furnish reasonable and adequate supplies to clean busses.

5-6 The District will pay $130.00 towards the cost of medical examinations every other year. The District will pay $85.00 for a bus driver securing their first CDL license and full cost on renewals. It is understood that employees will not be reimbursed for these expenses until the first paycheck after they begin working for the School District.

5-7 In situations where employees volunteer to perform services related to Federal or State grants, which services occur outside/beyond the regular workday/workweek, said employee(s) shall be compensated at the rate specified by the grant.

5-8 If an employee is placed in a higher paid classification due to the absence of an employee in that classification, the employee shall be paid at the rate of the higher position.

5-9 The District will pay bus drivers one rate for driving and the federal minimum rate for waiting time.

5-10 Classified employees who are designated to perform language translation duties will receive an extra fifteen cents (.15) per hour.

5-11 Longevity bonuses will be paid annually to employees with continuous years of service in the district at the following intervals and amounts: This is not retroactive or accumulative. Qualification is based on date of hire.

After 12 Years by Date of Hire:	$600.00
After 25 Years by Date of Hire, in addition to $600.00	$800.00

5-12 If a current employee chooses to transfer from one job classification to another, the employee will enter the new classification at one step below where they are currently placed on the schedule. If such a move would mean a decrease in salary, then the employee would be placed at the same step that they are transferring from. If an employee is involuntarily transferred by Board or Administrative action they will retain the same step from which they were transferred.

5-13 An employee will be paid for overseeing video conferencing of all off site board meeting (other than where meeting is held).

ARTICLE VI - GRIEVANCE PROCEDURE

6-1 A grievance is a filed disagreement between an employee or the Organization, and the employer concerning interpretation, application, or enforcement of the terms of this agreement.

6-2 For the purpose of this article, a "work day" is defined as any calendar day that the District office is open for business.

6-3 If a grievance exists, the following steps shall be taken to resolve the grievance:

a.) The parties acknowledge that it is preferable for an employee and the immediately involved supervisor to resolve problems through free and informal communication. Accordingly, any grievance must, with an Association representative, first be discussed with the aggrieved party's supervisor, with the objective of resolving the matter informally. When a mistake or problem is solved, the grievance ceases to exist and will not be continued to another step.

b.) If disagreement still remains, the employee shall proceed as follows:

Step 1-Superintendent of Schools

Within ten (10) school days after the occurrence, or knowledge of the act or condition which is the basis of the complaint, the written grievance shall be presented to the Superintendent.

The Superintendent or his designee will meet with the aggrieved party in an effort to resolve the grievance. Such a meeting will take place within five (5) workdays after receipt of the grievance by the Superintendent. The Superintendent shall, within five (5) workdays after this meeting, render his decision, in writing, to the aggrieved party.

Step 2 - Board of Trustees

If the aggrieved party is not satisfied with the disposition of the grievance in Step 1, it may be appealed to the Board of Trustees within five (5) workdays. The Board shall consider the grievance at its next regular meeting. The Board shall, within five (5) workdays after this meeting, render its decision, in writing, to the aggrieved party.

Step 3 – Arbitration

If the aggrieved party is not satisfied with the disposition of the grievance in Step 2, then the Organization may appeal the grievance within five (5) workdays after the Board's response by informing the Superintendent of the intent to arbitrate. By mutual agreement, the District Court Judge for Esmeralda County may be asked to serve as arbitrator. The Judge shall conduct a hearing within thirty (30) days of the appeal to arbitration and render a decision that shall be final and binding on the parties.

Should the parties not agree to use the District Court Judge, either party may request from the American Arbitration a list of seven (7) arbitrators. The arbitration shall be selected by the parties alternately striking names from the list until one name remains. The Organization shall strike first.

The Expedited Labor Arbitration format will be used at this level. The Arbitrator's decision shall be final and binding on the parties.

6-4 Arbitration Costs

The costs of all arbitrations shall be borne as follows:

a. The expenses, wages and other compensations of any witness called before the arbitrator shall be borne by the party calling such witness. Other expenses incurred, such as professional services, consultations, preparations of briefs and data to be presented to the arbitrator shall be borne separately by the respective parties.

b. The arbitrator's fees and expenses, and the cost of any hearing room shall be borne by the losing party to the grievance as determined by the arbitrator. In the event of a "split decision" the arbitrator shall determine the portion of total costs to be borne by each party.

6-5 Individual Rights

Nothing contained in this article shall preclude an employee or the Organization, with or without representation, from bringing a problem through the chain of command to the Trustees on an informal and oral basis, nor shall such action waive any employees' right or the rights of the Organization.

6-6 Rights to Representation

1. At least one Organization representative will be present for any meeting, hearing, appeal, or other proceeding relating to a grievance.

2. If a grievance affects a group of employees of the Organization, the Organization may initiate and submit such grievance in writing to the Superintendent. The Organization may process such grievance through all levels of the procedure, even though there is no individual aggrieved person who wishes to.

3. When it is necessary for the Organization to investigate a formal grievance or to attend a meeting or hearing held in connection therewith, upon request to the immediate supervisor, the grievant and one (1) Organization representative will be released from normal duties, without the loss of pay, in order to do so.

6-7 No Reprisals

No reprisals of any kind will be taken by the Trustees or the administration against any employee because of participation in this grievance procedure.

6-8 Cooperation of Employer and Organization
The parties shall cooperate in the investigation of any grievance, and both parties will furnish such relevant information as is requested for the processing of any grievance.

6-9 Personnel Files

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

6-10 Time Lines: Time lines between steps may be extended by mutual agreement.

6-11 Following Grievance Steps: If a grievant or Association skips a step or timeline in the grievance process, the grievance is waved. If the District misses a time line or skips a step, the grievance is made whole.

ARTICLE VII - EMPLOYEE RIGHTS

7-1 This agreement governing classified employee activities and conduct shall be applied uniformly throughout the School District.

7-2 Nothing in this agreement shall be construed to deny or restrict any rights employees may have under the laws of Nevada and the United States.

7-3 An employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. The employee shall have the right to examine his/her personnel file. Anonymous, un-attributed or inappropriate material shall not be placed in the file. In addition, the employee may within a ten-day period submit a written response to any material placed in the personnel file. This written response shall then be attached to the appropriate file material and placed in the file.

7-4 The District shall maintain in the office of the Superintendent one personnel file for each employee.

7-5 Letters of admonitions shall be removed in their entirety after three (3) years.

7-6 In all instances where there is contact between supervisors and a parent regarding serious complaint(s)/problem(s) about a child and an employee, the employee shall be notified within ten (10) working days of the complaint/problem.

7-7 Any observation that results in a negative written evaluation or direction for change shall be called to the employee's attention in writing within ten days after the observation.

7-8 Whenever an employee is called before an administrator or the Board concerning any matter which may have an adverse effect on continuation in position or employment, the employee shall receive prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Organization present for advice and representation during such meeting.

7-9 An employee may use reasonable and appropriate force to restrain a pupil in self-defense, protection of another person, property or quell a disturbance that threatens physical injury.

7-10 In the event an employee is charged with civil or criminal charges and is cleared of said charges, there shall be no reference to it in the employee's personnel file.

7-11 Temporary employees working 20 hours or more a week for 12 months will be changed to a benefited employee with all benefits.

ARTICLE VIII - DISTRICT'S RIGHTS

8-1 Retention of District Prerogatives:

Except as expressly modified or restricted by a specific provision of the Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Board of Trustees of the Esmeralda County School District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion, to the following:

a. to direct its employees;

b. to hire, promote, classify, transfer, assign, retain, suspend, demote, discharge, or take disciplinary action against any employee;

c. to determine appropriate staffing levels, work performance standards, content of the workday, and workload factors;

d. to relieve any employee from duty because of lack of work, lack of money, or for any other legitimate reason;

e. to manage its governmental operations efficiently;

f. to establish the methods and means by which its operations are to be conducted;

g. and to take whatever actions may be necessary to carry out its responsibilities in situations of emergency.

8-2 The employer's failure to exercise any prerogative or function hereby reserved to it, or the employer's exercise of any such prerogative or function in a particular manner shall not be considered a waiver of the employer's rights reserved herein or preclude it from exercising the same in some other manner not in conflict with the provisions of this Agreement.

8-3 The employer will adhere to the policies that it has set, and see that they are carried out in a fair and consistent manner.

ARTICLE IX - ORGANIZATION RIGHTS

9-1 The Organization may use the District mail system to communicate with members of the bargaining unit. The system shall not be used to distribute political campaign materials.

9-2 The employer agrees that the individual employee will have full freedom of association, self-organization and the designation of representatives of their own choosing in negotiating the terms and conditions of their employment, and that they will be free from interference, restraint or coercion by the employer, or its agent, in the carrying out of said activities.

9-3 Union membership shall be at the sole discretion of the employee.

9-4 In October of each year during the term of the contract, the Organization shall furnish the employer, in writing, with the names of its current officers and business agents or representatives.

9-5 Space will be provided for Organization use on existing bulletins in all appropriate employee work locations.

9-6 Representatives of the Organization may conduct Organization business at the work sites before and after the workday.

9-7 Successorship: The District agrees not to convey or transfer or cause to convey or transfer its Operations to a new employer and /or Charter school without first securing the agreement of the successor to negotiate with the Esmeralda County Support Staff Organization. And the current contract remains in effect until a new contract is negotiated.

ARTICLE X - SENIORITY, REDUCTION IN FORCE, RECALL

10-1 Seniority is defined as an Employee's length of continuous service since the date of his or her employment. An employee with a work year of less than twelve (12) months will not be considered to have suffered a break in service during the months which are not included within the employee's work year.

10-2 A separate seniority list will be maintained for each of the following job areas within the county:

Custodial	Food Service	Mechanic
Clerical	Transportation	Aides
Maintenance and Grounds	Certified Paraprofessional Aides	

Each employee will be included on the appropriate seniority lists according to his or her current position(s) and any previous positions held with the District.

10-3 Within (30) days of the execution of this agreement the Association will establish a seniority list(s), with the full cooperation of District Personnel, and compare it to the Districts records. The Association president, or their designee, will be responsible for bringing the seniority list up-to-date by October 1st of each year.

10-4 In the event it becomes necessary to lay off employees for any reason, employees will be laid off based on seniority within their job area. An employee scheduled for lay-off in his or her current position may exercise seniority in another area if they have worked in that area in the District. Employees to be laid off will be given at least thirty (30) days notice before the effective date of the lay-off. The School District shall not be required to give the 30 day notice to an employee who is being laid off as the result of the return to work of an employee who has been out of work due to a work-related injury covered by SIIS and has been released by a physician to return to work.

10-5 The District agrees to consult with the Organization prior to a R.I.F., and, will make available to the Union all relevant information upon request.

10-6 The District will establish a recall list of laid off employees and they will remain on the list for one (1) year.

10-7 In the event a position becomes available, it will be offered to those qualified employees on lay-off status in reverse order of lay-off within their classification. Notice of recall will be made by certified mail to the employee's last known address. Failure to accept recall within twenty (20) days of receipt of the notice will constitute forfeiture of further recall rights.

10-8 Employees re-employed will retain only their seniority, wage step accumulated at the time of the reduction in force.

10-9 If an employee accepts a recall in a different location, it will be their responsibility to get to the job site, prior to the workday.

10-10 Para-Professional Staff Members must be certified at the State Level and must spend at least 70 percent of their workday performing Para-professional duties. The employee may enter into this classification at the time he or she becomes certified. Placement on the Salary Schedule will not be retroactive.

Certified Para-Professionals are to be paid as per the negotiated salary schedule.

10-11 The District Business Manager, Financial Manager, and Administrative Assistants shall be exempt from other employees using seniority to move into these positions in the event of a reduction in force.

10-12 When a reduction in force is necessary at one site in the district, the employee whose position was terminated must take an open position in the District or the reduction in force for the remainder of the current school year. The employee who takes the reduction in force may exercise their seniority rights (bumping rights) prior to the next school term.

ARTICLE XI - WORKDAY

11-1 The work schedule of an employee will be determined by the Superintendent according to the needs of the District.

11-2 The work week shall be scheduled between Monday and Friday.

11-3 Employees assigned to work five (5) hours or more shall be provided a non-paid duty free lunch period. The employee may elect not to exercise this provision with concurrence of his/her supervisor.

11-4 In the event through the normal course of work a mechanic, custodian, maintenance person, cook or secretary breaks a personal tool (not through negligence) the district shall replace said tool with the same brand or a brand of equal quality when the broken tool is turned in to the responsible supervisor.

11-5 Employees shall be granted fifteen (15) minutes at the end of every workday to clean up.

11-6 No custodian will be held accountable for conditions of facilitates when they are not on duty when the facilities are used by the employee organizations, employees, students or community.

11-7 Full time bus drivers shall have the right of first refusal for all field trips as long as it does not interfere with regular route duties. The opportunities for full time drivers to drive on field trips will be based on rotation system. The rotation system will be developed between the full time drivers and the Transportation Manager.

11-8 It will be the responsibility of the employer to make available to all employees copies of the rules, policies and regulations of the District.

ARTICLE XII - DUES DEDUCTION

12-1 Dues Deduction Authorized

1. The Trustees agree to deduct, in equal installments, beginning as soon as possible after receipt of completed membership forms and continuing through the employees final pay period, such monies for annual membership in the United Education Profession (National Education Association, Nevada State Education Association, and Esmeralda County Support Staff Organization).

2. Such payroll deduction of dues and political contributions will continue from year-to-year unless canceled by the employee as provided herein.

3. Any employee desiring to have the District discontinue deductions previously authorized must notify the Organization in writing between July 1 and 15 of each year for that school year's dues and political contributions. The Organization will notify the District in writing to discontinue the employee's deduction(s) by July 20.

4. The Organization will notify the District by September 15 of the amount of dues to be deducted for the ensuing year.

5. Upon termination of employment with the District, the remaining amount of dues and political contributions for the Organization will be deducted from the employee's final check unless said employee has provided the Organization with notification as provided herein.

6. The Organization will indemnify, defend, and hold the District harmless against any claims made or against any suits instituted against the District on account of any action taken or not taken by the District in good faith under the provisions of the article.

12-2 Other Payroll Deductions

Upon written authorization from the employee, the District may deduct from the salary of any employee and make appropriate remittance for annuities, credit union, and insurance. Any additional voluntary payroll deductions must have a minimum of seven (7) enrollees. Deductions will begin on the next full pay period following notification.

ARTICLE XIII - SAVINGS CLAUSE

13-1 The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the Agreement shall remain in full force and effect.

ARTICLE XIV – DURATION

14-1 This agreement shall be effective as of July 1, 2013, and shall remain in effect until the 30th day of June 2015, or until such time a successor contract is negotiated and ratified by both the Esmeralda County Board of School Trustees and the Esmeralda County Support Staff Organization

ARTICLE XV - HEALTH INSURANCE

15-1 District agrees to provide bargaining unit members five hundred eighty eight dollars ($588.00) per month to be used towards each employee's insurance coverage in the District's Group Insurance Plan beginning with the insurance renewal date of 10/1/13. Any amount above the basic health insurance coverage cost may be used for supplemental insurance or towards dependent coverage at the discretion of each employee. Those employees receiving this benefit must be covered by the insurance plan and work twenty (20) or more hours per week. This is the same benefit received by other employees in the District. Group insurance is defined as Medical Insurance. Supplemental is defined as Dental and Vision Insurance.

15-2 In the event the State Legislature passes legislation that assists retirees through PERS to pay for health insurance, the district will be willing to implement the legislation through the negotiation process.

ARTICLE XVI - SAFETY

16-1 An employee, believing any work condition is unsafe, will immediately notify his/her immediate supervisor.

16-2 An employee will not be required to perform any duty/act which threatens the employees' or a student's physical safety or well-being.

ARTICLE XVII – NON-DISCRIMINATION

17-1 The parties agree to comply with NRS 288.270 with regards to nondiscrimination.

ARTICLE XVIII – SIGNATURES

18-1 Date and Signature

IN WITNESS THEREFORE;

For the Esmeralda County Support Staff

Jessie Corforth 2-12-14
President Date

Ron Henson 2-13-14
Vice-President Date

For the Board of Trustees of the Esmeralda County School District

2/28/14
President Date

Irisha Hafer 2.12.2014
Clerk of the Board Date

Appendix A (Salary Schedule)

ESMERALDA COUNTY SCHOOL DISTRICT

CLASSIFIED SCHEDULE

2013-2014 with 2%

Job Description	*1st Year*	*2nd Year*	*3rd Year*	*4th Year*
Kitchen Aide	10.29	11.00	11.44	13.41
Custodian	10.29	11.00	11.44	13.41
Teacher Aide	11.00	11.70	12.38	14.26
Cook	12.04	12.38	13.10	15.10
Secretary / Aide*	11.70	12.38	13.10	15.10
Maintenance	13.88	14.57	15.26	18.35
Chief Technology Officer	15.76	16.45	17.13	20.41
Bus Mechanic 1	16.95	17.66	18.35	19.73
Bus Driver	14.50	16.60	17.28	18.53
Bus Mechanic 2 / Transp. Manager	19.39	20.08	20.78	22.59
Para-Professional 1	14.51	15.23	15.98	16.81
Administrative Assistant/District Secretary	14.57	15.20	16.02	18.06
Special Program Coordinator	16.71	17.42	18.18	19.00

.15 per hour for district translator.

ESMERALDA COUNTY SCHOOL DISTRICT

CLASSIFIED SCHEDULE

2014-2015 with 2%

Job Description	*1st Year*	*2nd Year*	*3rd Year*	*4th Year*
Kitchen Aide	10.50	11.21	11.67	13.68
Custodian	10.50	11.21	11.67	13.68
Teacher Aide	11.21	11.94	12.63	14.55
Cook	12.28	12.63	13.36	15.40
Secretary / Aide*	11.94	12.63	13.36	15.40
Maintenance	14.16	14.86	15.57	18.72
Chief Technology Officer	16.08	16.78	17.47	20.82
Bus Mechanic 1	17.29	18.01	18.72	20.13
Bus Driver	14.79	16.93	17.63	18.90
Bus Mechanic 2 / Transp. Manager	19.78	20.48	21.19	23.04
Para-Professional 1	14.80	15.53	16.30	17.15
Administrative Assistant/District Secretary	14.86	15.50	16.34	18.43
Special Program Coordinator	17.04	17.77	18.54	19.38

.15 per hour for district translator.