

THE
MASTER AGREEMENT

BETWEEN THE

HUMBOLDT COUNTY BOARD OF SCHOOL TRUSTEES

AND THE

**HUMBOLDT COUNTY SUPPORT STAFF
ORGANIZATION**

2023-2024
2024-2025

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ARTICLE 1 – DEFINITIONS

- 1-1 **NRS 288** - The term NRS 288 used in this Agreement will refer to Chapter 288 of the Nevada Revised Statutes and subsequent revisions, also known as the Local Government Employee-Management Relations Act.
- 1-2 **EMPLOYEE** - The term Employee as used in this Agreement shall refer to all full-time and part-time non-supervisory positions in the following job categories: Administrative Secretary, Bookkeeper, Custodian, Grounds Keeper, Food Service Worker, Head Cook, School Secretary, Technology Support, Instructional/Staff Aides, Maintenance Workers, Health Assistants and Regular Route Bus Driver.
- 1-3 **FULL-TIME** - The term Full-time shall mean an employee who is employed at least thirty-five (35) hours per week.
- 1-4 **PART-TIME** - The term Part-time shall mean an employee who is employed at least fifteen (15) hours per week but less than thirty-five (35) hours per week.
- 1-5 **BOARD** - The term Board as used in this Agreement will mean the Board of Trustees of the Humboldt County School District, and its agents or representatives. It is the entity known as the Local Government Employer in NRS 288.
- 1-6 **ORGANIZATION** - The term Organization as used in this Agreement will mean the Humboldt County Support Staff Organization (HCSSO). It is the entity known as the Employee Organization in NRS 288.
- 1-7 **DISTRICT** - The term District as used in this Agreement will mean the Humboldt County School District.
- 1-8 **SUPERINTENDENT** - The term Superintendent as used in this Agreement will mean the Superintendent of Schools of the Humboldt County School District or his/her designated representative.
- 1-9 **CONTRACT YEAR** - The term Contract Year as used in this Agreement will be defined as July 1 to June 30.
- 1-10 **DAY** - The term Day as used in this Agreement will mean any day in which an employee is required to be present on the job.
- 1-11 **AGREEMENT** - The term Agreement refers to the name of this document being the “Master Agreement” between the Humboldt County School District and the Humboldt County Support Staff Organization.
- 1-12 **IMMEDIATE SUPERVISOR** - The terms Immediate Supervisor as used in this Agreement will be defined as: The work site Principal for custodial staff, Instructional/Staff Aides, and School Secretary, Chief Administrative Nurse for Health Assistants, Food Service Coordinator for Head Cooks and Food Service

Workers, the Director of Facilities for Groundskeeper staff and Maintenance Workers and the Bus Driver Foreman for Regular Route Bus Drivers.

- 1-13 **PROBATION** - Entry level employees will serve a Probationary Period not to exceed ninety (90) days. This probationary period may be extended by the Superintendent or his/her designee for no more than an additional sixty (60) days. When the District extends the probationary period of an employee, the employee will be notified of the reason in writing or through the performance evaluation process. Employees that transfer into a new position in a different job family are subject to the probationary period as defined above (90 days). Should it be determined that there is a lack of “fit” to the new position, he/she will be transferred back to his/her prior job family. (9/21)
- 1-14 **SUBSTITUTE EMPLOYEE** – The term Substitute Employee as used in this Agreement is any person hired to fill in for an absence. A substitute may hold such position only until the absent employee returns to work. Substitute employees are not covered by the terms of this Agreement.
- 1-15 **REGULAR ROUTE BUS DRIVER** - The term Regular Route Bus Driver, as used in this Agreement, shall mean a regular route bus driver who has successfully completed his/her probationary period of ninety (90) days, works a regularly assigned schedule and who has the option each year to bid or be assigned “trip runs” based on seniority, in accordance with Appendix B-5 and does not include temporary or substitute drivers. (9/21)

ARTICLE 2 – RECOGNITION

- 2-1 Pursuant to NRS 288.140 the Board recognizes the Humboldt County Support Staff Organization, affiliates of the Nevada State Education Association (NSEA) and the National Education Association (NEA) as the exclusive representative for all eligible groups to include: Administrative Secretary, Bookkeeper, Custodian, Grounds Keeper, Food Service Worker, Head Cook, School Secretary, Technology Support, Instructional/Staff Aides, Maintenance Workers, Health Assistants and Regular Route Bus Drivers.
- 2-2 Employees working in a recognized job family, working at least 4 hours a day on an annualized salary, may join the organization.

ARTICLE 3 – DUES DEDUCTION

- 3-1 Upon appropriate written authorization from the employee, the School District shall make bi-monthly Organization dues deductions from the salary of the employee and make appropriate remittance to the Organization.
- 3-2 Not later than October 1 of each year, the Organization will provide the School District with a list of employees who have voluntarily authorized the District to deduct Organization dues or a uniformly applied assessment to Organization

members and the amount to be withheld. The Organization will notify the District monthly in writing of any changes to said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) days prior to the date the change is to be effective. Any employee who chooses to have the District discontinue dues deductions from his/her paycheck must provide written notice to both the President of the Organization and the District office between July 1 through July 15 of the year in which the employee chooses to discontinue the dues deduction. Deductions referred to in Section 3-1 above will be made in 24 equal installments during the year. Nine (9) month employees' annual dues for twelve (12) months shall be made in 24 equal payments during the year.

- 3-3 Upon termination, resignation or leave of absence, the amount of dues for that month shall be deducted from the employee's final check. Any outstanding dues for the remainder of the year will not be deducted.
- 3-4 The District agrees not to honor any check-off authorization or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiations in accordance with NRS 288.
- 3-5 Deductions shall be transmitted promptly to the Organization.
- 3-6 Indemnity Clause
The Organization agrees to hold the District harmless and to reimburse the District for any and all costs, including ordinary and customary legal fees it may incur in relation to any deductions made at the direction of the Organization and contrary to the instructions received from the individual member.

ARTICLE 4 – DISTRICT RIGHTS

Per NRS 288.150(3), those subject matters which are not within the scope of mandatory bargaining and which are reserved to the District without negotiation include:

- 4-1 The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.
- 4-2 The right to reduce in force or lay off any employee because of lack of work or lack of money, subject to the reduction in force procedures in this agreement.
- 4-3 The right to determine:
 - 1) Appropriate staffing levels and work performance standards, except for safety considerations;
 - 2) The content of the workday, including without limitation workload factors, except for safety considerations;
 - 3) The quality of quantity of services to be offered to the public; and
 - 4) The means and methods of offering those services.
- 4-4 Safety of the public.

ARTICLE 5 – ORGANIZATION RIGHTS

- 5-1 The Organization may use the District mail and or email system to communicate with members of the bargaining unit. The system shall not be used to distribute political campaign materials and materials sent through the District mail system must be clearly identified as Organization and signed by the President of the Organization.
- 5-2 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 condition of their employment, and that they will be free from interference, restraint or coercion by the employer or its agents in the carrying out of said activities.
- 5-3 Union membership shall be at the sole discretion of the employee.
- 5-4 In November 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.
- 5-5 The Organization agrees that it will not place notices within the District properties, with the exception of designated bulletin boards.
- 5-6 Representatives of the Organization may conduct Organization business at the work sites before and after the work day, during lunch periods and authorized breaks. The conduct of such business shall be such as not to interfere with the individual employee's duties.
- 5-7 A copy of the contract will be provided to all new hires electronically. A hard copy of the HCSSO contract will be offered as part of the hiring packet. (2023)
- 5-8 Organization Leave
The Organization shall be granted a maximum of ten (10) days of leave without loss of pay per year (July 1 through June 30), to be used by members who are officers or representatives of the Organization other than the President. Granted days are subject to the full cost of the Organizations officers or representatives (salary, benefits, substitute) which will be reimbursed by the Organization to the District if the meeting is conducted during the member's work day.
- The President of the Organization shall be granted a maximum of ten (10) days leave (July 1 through June 30) for services rendered to the Organization and its members subject to the full cost of the Organization President (salary, benefits, substitute) which will be reimbursed by the Organization to the District if the meeting is conducted during the President's work day.
- Meetings/hearings concerning contract administration which occur during the regularly scheduled work day that require the presence of a representative of the

Organization shall not count as Organization leave, but remain subject to reimbursement to the District as prescribed above. Contract administration meetings/hearings shall not result in a loss of pay to the employee or the representative of the Organization.

A written notification of use, detailing when, why and by whom the leave is to be used, will be submitted to the Superintendent. The Organization shall make every effort to provide this notification at least one week in advance of the usage.

No salary deductions will be made for the above days.

ARTICLE 6 - GRIEVANCE AND ARBITRATION PROCEDURE

- 6-1 The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise affecting employees.

Both parties agree these proceedings shall be kept as informal as may be appropriate at any given level, and may include an “investigative interview” which is not considered disciplinary in nature, and is not subject to the grievance process. If the employee at any time feels uncomfortable, he/she may choose to stop the interview and invoke rights as defined under Article 7-10.

6-2 Definitions

- 1) Grievance - A “grievance” shall be defined as any dispute by an employee, a group of employees, or the Organization that there is a violation or inequitable application of any of the provisions of this contract or Board Policy or practice governing or affecting employees. The term “grievance” shall not apply to any matter on which the Board is without authority to act.
- 2) Grievant - A “grievant” is the employee(s) or the organization asserting the grievance.
- 3) Days - The term “days” when used in this Agreement shall, except where otherwise indicated, mean working days rather than calendar days. The grievance procedure time frames are suspended during the summer months for employees working less than 12 months except for grievances alleging monetary loss by the employee.
- 4) Time Limits - Since it is important that grievances be processed as rapidly as possible, the number of days listed at each level shall be considered as a maximum, and every effort should be made to expedite the process. If an employee, group of employees, or the Organization does not file a grievance in writing as provided herein below and within timelines within which the employee, group of employees, or the Organization knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

6-3 Grievance Procedure
Informal Discussion/Immediate Supervisor

If an employee believes that he/she has a grievance, he/she shall first notify in writing and discuss the matter informally with his/her immediate supervisor within twenty (20) days of the event or knowledge of the event which led to the potential grievance. The immediate supervisor is defined at Article 1-12.

The immediate supervisor shall respond, in writing, within ten (10) days from the date of this discussion. This response shall indicate the immediate supervisor's decision regarding the employee's concern.

Either party may be represented during the discussion by a person of their choosing. The HCSSO member has the right to be represented by an Organization representative at all steps of the grievance procedure. (9/17)

Step 1 – Formal Discussion / Immediate Supervisor

If the grievant is not satisfied with the decision of the immediate supervisor through informal discussion, he/she shall submit within fifteen (15) days of receipt of the supervisor's decision, a formal written grievance to the immediate supervisor.

The immediate supervisor and grievant or representative shall mutually schedule a meeting with the grievant and a representative of the Organization and shall render a decision in writing to the grievant, the Organization, and the Superintendent within fifteen (15) days following the Step 1 hearing. The immediate supervisor shall include reasons supporting the decision.

In the event a grievance does not pertain to the immediate supervisor, the grievance may be filed at Step 2 – Superintendent Level.

Step 2 – Superintendent Level

If the answer of the immediate supervisor does not satisfactorily resolve the grievance, the grievant and/or the Organization may, within ten (10) days after receipt of the written answer from the immediate supervisor, submit the grievance to the Superintendent in writing, including the answer of the immediate supervisor. The Superintendent or designee shall mutually schedule with the grievant or representative a meeting to hear the grievance within fifteen (15) working days of receipt of the appeal to step 2 unless both the Superintendent and designee are unavailable for such meeting and there is a mutually agreed upon time extension. The Superintendent or designee shall submit a written answer of the grievance to the grievant and to the Organization within fifteen (15) days following the Step 2 hearing. The Superintendent or designee shall include reasons supporting the decision

Grievances filed regarding the discharge of an employee shall begin at Step 2 – Superintendent.

Step 3 – Mediation Level

If the Grievant of the Organization is not satisfied with the decision of the Superintendent, or designee, the grievant of the President of the Organization may, within ten (10) days following receipt of the response to Step 2, proceed directly to Step 4 – Board of Trustees, or may request to present the grievance to Mediation. If the grievant or the President of the Organization requests to present the grievance to Mediation, the following mediation procedure will be followed:

The Superintendent must respond to the Grievance request for Mediation within five (5) days.

The Mediator will be obtained from the Federal Mediation and Conciliation Service.

Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service;

The Mediator shall confer with the Superintendent or his Designee and the Organization, and hold a hearing within thirty (30) days. If the FMCS is unavailable within the 30-day time frame, parties may move the Grievance to Step 4.

If no solution is reached to the satisfaction of both parties, the Grievance may be moved to Step 4 – Board of Trustees. (9/17)

Step 4 - Board of Trustees

If the Grievant or the Organization is not satisfied with the decision of the Superintendent, or designee, or if the issue was submitted to Step 3 – Mediation and no solution was reached to the satisfaction of both parties, the grievant or the President of the Organization may within ten (10) days following receipt of the response to Step 2, (or within ten (10) days after completion of the Step 3 – Mediation level) file the grievance with the clerk of the Board. The Board shall hear the grievance either during a special meeting or during a regularly scheduled public meeting within twenty (20) days following receipt of the grievance appeal. The meeting may be closed by the Board to consider grievances involving the character, alleged misconduct, professional competence, or physical or mental health of an employee consistent with the requirements of Nevada's Open Meeting Law (NRS Chapter 241), however any action by the Board must be in open session. The Superintendent may request from the grievant's representative a two-week extension of time to the above time-frame. Such a request will not be unreasonably denied. The grievant or grievant's representative or both shall present the case to the Board. The Board shall forward its written response to the grievance within ten (10) days following the Level 3 hearing to the grievant, the grievant's representative and the Organization President. The Board response to the grievance shall include reasons supporting the decision. (9/17)

Step 5 – Binding Arbitration

Any grievance, which has been deemed meritorious by the Organization, may be appealed to arbitration by the Organization within twenty (20) days following receipt of the Board's response by serving written notice to the District of its intention to arbitrate the grievance.

In the event a grievance is appealed to arbitration as provided in this section, the Superintendent or designated representative shall meet with the President of the Organization or designated representative within ten (10) days following receipt of the demand to arbitrate, and shall jointly select as arbitrator a person who is recognized as experienced, impartial and competent. If the parties are unable to reach agreement at this meeting, either party may request the Federal Mediation and Conciliation Services to furnish a list of seven (7) arbitrators under its Voluntary Labor Arbitration Rules.

Selection of Arbitrator

Within ten (10) days after receipt of the panel of arbitrators submitted by the Federal Mediation and Conciliation Services, the Superintendent and the Organization will select an arbitrator by striking names from the list until a single arbitrator remains.

Basis for Decision

The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this Agreement, District policies, and applicable Nevada statutes. The arbitrator shall not have the authority to modify, amend, alter, add to, nor subtract from any provision of this Agreement.

Binding Arbitration (Grievance)

The decision of the arbitrator shall be final and binding. The arbitrator's decision shall be submitted in writing within thirty (30) calendar days of the close of arbitration or submission of post hearing briefs, whichever comes later, to all parties. If an arbitrator is selected from the Federal Mediation and Conciliation Services, procedures of the arbitration shall conform with the Federal Mediation and Conciliation Services rules, the NLRB, and applicable federal labor law decisions. The decision and award, in writing, of the arbitrator on the merits of any grievance adjudicated within the arbitrator's jurisdiction and authority as specified in this Agreement shall be final and binding on the grievant, the Organization, and the District.

The costs for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Organization. All other expenses will be paid by the party incurring them.

Rights and Responsibilities of the Grievant, Organization, and Board:

- (a) No reprisals shall be taken by either the grievant, Organization, the District, or the District's agents against any participant in the grievance procedure by reason of such participation.
- (b) At any step during the grievance process, either party has the right to be represented by an Organization representative and/or a person of his/her choosing.
- (c) When a grievant is not represented by the Organization at Step 1, 2, or 3, the Organization shall have the right and reasonable opportunity to be present at any meeting between the grievant, the immediate supervisor, the Superintendent, and/or the Board after the submission of the written, signed grievance form.
- (d) Except for the decision resulting from arbitration or settlement, all documents, communications, and records dealing with the processing of a grievance shall be separate from the personnel file.
- (e) Failure by the grievant to comply with the timelines in this Article shall be deemed to be a denial of the grievance. Failure by the immediate supervisor to comply with the timelines in this Article, absent a mutually agreed upon time extension, shall result in the grievance being deemed in favor of the grievant unless fiscal impact exceeds \$350.00, in which case the grievance automatically moves to the next level.
- (f) Grievances may be withdrawn at any level by the grievant without prejudice.

If an employee is called as a witness by the District during normal working hours, the employee shall not suffer any loss of wages or benefits.

Expedited Arbitration

If both the District and Organization agree to Expedited Arbitration in writing within five (5) calendar days of any request for arbitration pursuant to this Article, the arbitration may be held under the Expedited Labor Arbitration Rules of the American Arbitration Association.

6-4 Request for Information

The District shall make all public information available to the Organization within a reasonable time after it is requested. Documents and other information in the District's possession that is related to investigation or adjudication of an employee's grievance or is related to bargaining pursuant to NRS 288 shall be provided to the employee or the employee's representative immediately upon request.

ARTICLE 7 - EMPLOYEE RIGHTS

7-1 Just Cause

No post-probationary employee will be disciplined, suspended, demoted, dismissed, or terminated without just cause.

- 7-1-1 Notice of Deficiency - Any behavior that results in an unsatisfactory written evaluation, a directive for change, or discipline shall be called to the employee's attention in writing within ten (10) working days after the observed behavior.
- 7-1-2 Evaluations will not be based solely on teacher input, but will also include administrator input.
- 7-1-3 Employees will be allowed three (3) work days to review and/or discuss their written evaluation with their supervisor prior to signing the evaluation.
- 7-2 An employee may restrain a pupil if the pupil is manifesting behavior that causes them to be a physical danger to themselves or others. (5/23)
- 7-3 Personnel File
The Superintendent shall maintain, for official school district purposes, one personnel file for each employee. This file shall be kept under conditions that ensure its integrity and safekeeping. Documents associated with disciplinary action, may be placed in an employee's personnel file only after the employee has signed the document acknowledging receipt thereof or has refused to sign as acknowledged by a witness, and has been given the opportunity to read and discuss the contents with the issuing supervisor. (9/17)
- 7-4 In the event an employee is charged with civil or criminal charges and cleared of said charges, there shall be no documentation or reference to it in the employee's personnel file.
- 7-5 All material, disciplinary in nature, placed in an employee's personnel file shall be removed after three (3) years if there has been no further occurrence during that time period. (9/17)
- 7-6 The employee shall be given a copy of all materials to be placed in his/her personnel file. The employee shall have the right to examine his/her personnel file. Anonymous, unattributed or inappropriate material shall not be placed in the file. An employee shall have the right to contest placement of materials in the personnel file through the grievance process. In addition, the employee may 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.
- 7-7 In a specific personnel action, no use may be made of any material which has not been properly placed in the official personnel file.
- 7-8 The school district will provide for the legal defense of an employee charged with certain crimes committed within the scope of his/her employment as specified in NRS 391.271.

7-9 In instances where there is contact between administrators and a parent regarding a complaint or problem with a child and an employee that may result in disciplinary action, the employee involved shall be notified within five (5) days.

7-10 Investigative Interview

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 and Organization shall, whenever possible, receive twenty-four (24) hours prior written notice of the reasons for such meeting or interview an HCSSO member shall be entitled to representation by the Organization for advice and representation during such meeting or interview. Any and all notices by an administrator or the Board's desire to hold a conference with an employee shall include the subject of the conference. (9/17)

7-11 Non-Discrimination

Neither the District nor the Organization will discriminate against any member of the bargaining unit because of membership in the Organization or participation in any of the Organization's activities.

7-12 Progressive Discipline

The District agrees to adhere to the principles of progressive discipline in matters which require disciplinary action. Such actions may include verbal warnings, written reprimand, suspension with or without pay, and dismissal. All disciplinary actions are subject to the just cause standard at 7-1. The following delineation of disciplinary steps serves as a guide and does not supersede Article 6 or Article 7 of this Agreement. Discipline may begin at an appropriate level based upon the severity of the infraction.

Level 1 – Verbal Warning

- A. The supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct.
- B. The administrator's written notation of this verbal warning shall be placed in the employee's work-site file but will not be placed in the employee's personnel file. The employee has the right to respond in writing to the allegations as well as appeal any disciplinary action through the grievance procedure.
- C. The employee has the right to have an Organization representative or a person(s) of his/her choosing present for all meetings/hearings at all levels that may result in disciplinary action.

Level 2 - Written Warning

- A. The appropriate supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and the written warning.
- B. A copy of the written warning shall be given to the employee by the supervisor. The employee may respond in writing and a copy of this written response will be made part of the record.

- C. The written warning and the employee's response will be placed in the employee's personnel file.

Level 3 - Reprimand

- A. The appropriate supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and the written reprimand.
- B. A copy of the written reprimand shall be given to the employee by the supervisor. The employee may respond in writing and a copy of this written response will be made part of the record.
- C. The written reprimand and the employee's response will be placed in the employee's personnel file.

Level 4 - Suspension

- A. The appropriate supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and the suspension.
- B. The suspension may be paid or not paid.
- C. A copy of the suspension will be placed in the employee's personnel file. The employee may respond in writing and a copy of the written response will be made part of the record.

Level 5 – Dismissal

- A. A hearing will be held with the employee to discuss the unsatisfactory performance and/or misconduct resulting in dismissal.
- B. The employee has the right to have an Organization representative or a representative of his/her choosing present at the hearing.
- C. Grievances filed regarding the discharge of an employee shall begin at Step 4 – Board of Trustees.

7-13 The District shall not discriminate for or against any employee on the basis of race, religion, color, national origin, sex, sexual orientation, handicap, marital status, employment organization or political affiliation, age or for purposes of evading the spirit of the Agreement.

7-14 Written notation of verbal warnings shall not be part of the employee's personnel file, but may be retained by the immediate supervisor in the work-site file for a period of six (6) months.

ARTICLE 8 – SAFETY

- 8-1 An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor. The District shall provide at each work site a copy of the District “Safety Policy Manual” and annually review safety procedures with all employees.
- 8-2 An employee will not be required to perform any duty or act which threatens the employee’s or students’ physical safety or well-being.
- 8-3 The District agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes and Federal law.
- 8-4 Except for employees that have been properly trained, employees shall not be required to search rooms, lockers, or other areas of the school facility for possible hazardous material.
- 8-5 The staff’s immediate safety shall be of primary importance to the Humboldt County School District. Any staff member assigned supervisory responsibility for a student, either demonstrating, or with a known safety concern as determined by the site administrator will receive crisis, prevention, intervention certification within 30 days of the initial identified need. Support staff will have access to the student’s support plan, include behavioral and health requirements.

ARTICLE 9 - SENIORITY AND REDUCTION IN FORCE

- 9-1 Notification of Organization and Inclusion on Board Agenda: When, in the judgment of the Board and in accordance with NRS 288.150(3)(b), a reduction in the support staff is necessary, the Board will first notify the HCSSO president and include the item on its agenda for a regular open meeting of the Board.
- 9-2 Procedures for Staffing Adjustments:
Attrition by resignation and retirement shall be utilized as the first means of staff reduction. In collaboration with the Executive Board of the Organization, if a resignation or retirement occurs during the school year, the District may opt not to fill vacancies created by this action until the beginning of the next year and such action shall not be considered a reduction in force. The District may decide to not fill the vacancy, or to reduce the hours of the position to reflect building and staffing needs. If the District chooses to fill a vacated full-time position, it may not split the position into two (2) part time positions, but must, under the terms and conditions of this article, fill with the same number of hours as when the position was vacated.

In the event of a reduction in force, release of current staff members shall include consideration of seniority within a recognized job family(s), and/or funding source, affected by a reduction in force, but shall not be the sole criteria. A reduction shall be determined by using the following criteria as listed below:

- a. Length of employment in the District, (See 9-3);

- b. First paid day on the job;
- c. Performance evaluations as defined by two consecutive years of an unsatisfactory and inability to meet the expectations of the Improvement Plan following the first unsatisfactory evaluation;
- d. Disciplinary records, within the past two years, to include any discipline at the Reprimand or higher level;

9-3 Seniority in (a) above shall mean the number of continuous days of service commencing with the first day on which the employee began working for the District.

Employment in a job family recognized by the Board as belonging to the Organization shall be credited for seniority. All other employment receives no seniority credit in the Organization job families. Seniority in each Organization job family begins when an employee commences work in that job family and continues to accrue until termination of employment in a recognized job family. An employee may, under the above definition, simultaneously accrue seniority in more than one job family.

The employee with the least job family seniority (as opposed to total seniority with the District) in a recognized job family is the first employee laid off in the job family(s) affected by the layoff. Employees laid off in a particular job family may displace/“bump” less senior employees from a recognized job family where the laid off employee was previously assigned and for which the laid off employee remains qualified, beginning with the laid off employee’s most recent assignment.

Service prior to interruptions other than vacations or authorized leaves shall not be credited toward seniority. Vacations and authorized leaves of absence shall not be considered interruptions in service.

Any resignation or termination of employment, except approved leaves of absence, shall constitute a “break in seniority”. For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.

An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months that are not included within the employee’s work year.

Employees who work less than three (3) hours per day or fifteen (15) hours per week do not qualify for seniority.

9-4 The District shall prepare a seniority list with a notation of the job families in which each employee has experience with the District, and a notation as to the date the employee first commenced work for the District. This data shall be provided to the Organization President on or before December 1st of each contract year and updated to reflect any changes in seniority credit occurring between the December 1st seniority list and the notice of layoff referred to in Article 9-5.

- 9-5 No employee shall be laid off pursuant to a necessary reduction in personnel for any school year unless said employee shall have been notified of said layoff by May 1 of the current school year of such layoff.
- 9-6 Priority in Hiring: Laid-off employees will keep the District informed of a current mailing address for purposes of recall, and will be offered the first vacant position within their job family via certified mail to the last provided address. Failure of the employee to update the employee's current mailing address or failure to notify the District within 14 calendar days of the employee's intent to return to District employment will waive the employee's right to re-employment with Humboldt County School District

If multiple positions are vacant within the employee's respective job family, the recalled person may select from among the positions available at the time of recall. The date and time an employee is recalled will be verified with the Organization President/representative or the NSEA representative.

The intent to accept re-employment must be made in writing to the Superintendent within ten (10) days of receipt of the offer to re-employ. The offer to re-employ shall be made on a form provided by the District that identifies the position for which re-employment is offered and/or selected. Failure to notify the District of acceptance of re-employment will result in termination of recall rights.

Following the above-described procedures, all employees are free to apply for any posted vacant position from which they qualify, pursuant to Article 18 of the Master Agreement.

- 9-7 Recall to employment shall be in reverse order of layoff within each specific job family. Upon recall, all accrued benefits of the District shall be restored to the employee. Laid off employees shall remain on the District recall list for a period of one (1) year beginning July 15 following the layoff.
- 9-8 Current employees of the bargaining unit will not be replaced by subcontracted employees. No new personnel may be hired if a vacancy occurs in a job family where qualified employees have been laid off and have met the above provisions.
- 9-9 Surplus and Reassignment Procedures:
- 1) Classified employees unaffected by the Reduction in Force will remain in their current positions unless displaced ("bumped") from their position under Article 9-3. These positions will not be open to other classified employees.
 - 2) All employees are considered District employees. As such, in cases of surplus or "bumped" employees, placement will be made as necessary within the district, with the understanding that in-town employees will not be asked to move to a rural location, and vice versa, unless expressly requested.

- 3) Vacancies shall be posted at each school and vacancy notices shall be placed in the mailbox of all employees affected by the reduction in force at least five (5) week days, excluding holidays, before convening the job family specific recall.
- 4) A list of all vacancies, their locations and their qualifications will be posted at each school, the District office, and on the Group-Wise system, and home/appropriate address of the employee.
- 5) The District seniority list as updated in Article 9-4, inclusive of seniority determination as defined in 9-2 shall be used to identify the seniority of each applicant.
- 6) Any Reduction in Force which affects 20% or more of the classified employee group, the District and Organization agree to meet and confer on the recall process.

ARTICLE 10 - STRIKES

- 10-1 The parties agree to comply with NRS 288 with regards to strikes and prohibitive labor practices.

ARTICLE 11 - COMPENSATION

- 11-1 ~~FY 2023-2024~~ There shall be a 11.875% increase, which includes the PERS adjustment of 1.875% effective July 1, 2023, to the 2022-2023 salary schedule computed as in prior years effective upon ratification by the Organization and approval of the Board of Trustees and which is retroactive to the beginning of the 2023-2024 school year. Net impact, 10.0% increase on the base.

FY 2024-2025 – There shall be a 0% increase to the adjusted 2023-2024 salary schedule as computed in prior years effective the beginning of the 2024-2025 contracted school year (9/19, 9/21, 5/23)

11-1-1 Effective with the 2021-2022 school year, Grounds Keeper I will be moved from the Custodian/Groundskeeper column and will become its own column. In addition, a new Grounds Keeper II column will be created with a 5% differential.

An additional column will be created in conjunction with the current Health Assistant II/Instructional Aide II that will be identified as Special Education Aide. This includes general special education aides, CLS aides and special education bus aides.

An additional column identified as Custodian II will be created with a 5% differential to Custodian I. This column will become identified Custodial Leads at eligible schools sites, and based on final job description. (9/21)

Effective with the 23-24 School Year, Grounds Keeper I and II will be combined with Maintenance I and II, and identified as Maintenance/Operations I and Maintenance/Operations II (7/23).

11-1-1 Senate Bill 231- Additional Salary

For the 2023-2025 biennium, HCSD will pursue funding if made available through Senate Bill 231 of the 2023 Legislative Session. Any awarded funds will be applied to salary and benefits, as permitted by law. Any increase in salary and benefits will only be for the term of the 23-25 biennium and will sunset effective July 1, 2025, unless extended by the Nevada Legislature.

Funds will be reported separately on employee contracts as clarification for all parties. Funds will be applied, upon receipt, consistent with a successful subgrant award.

11-2 Annualization of Salaries

1. Participation in annualization of salaries is mandatory for all 4 or more hour employees working less than 12 months in HCSSO job categories.
2. The District will determine the policies and procedures for annualizing of salaries.
3. All employees eligible for annualization shall be paid in 24 equal payments during the year. Twenty-four (24) month annualization is contingent on required payroll documentation being submitted in a timely manner. New employees eligible for annualization are exempt.

11-3 Experience step increases will be granted July 1 of the following year from date of hire and applied upon ratification of a new contract. (11/15)

11-4 PERS (Public Employees Retirement System)

The District shall pay the full contribution to PERS for all eligible employees of the bargaining unit.

11-5 Overtime Pay

Employees who work more than forty (40) hours in a work week will be paid at the rate of one and one-half times their regular hourly rate.

11-5-1 Flex Time

Employees may be offered Flex Time if asked to work over their regularly scheduled hours. Flex Time must have prior written approval by the site administrator or supervisor.

If provided Flex Time, time over 40 hours will be credited at the rate of one and a half hours for each hour worked. Time under 40 hours will be credited at the standard rate of one hour for each hour.

In each case, Flex Time must be taken and used by the following pay period. If it is not utilized in the following pay period, it will be paid at the overtime rate, if over 40 hours, or standard rate if under 40 hours.

Flex Time accumulation and usage will be tracked at the individual school site. If Flex Time is to be paid, sites will submit documentation to the District Accounting department for payment.

11-6 Holiday Pay

Employees required to work on a holiday shall have a choice between pay or compensatory time at one and one-half times their regular hourly rate of pay.

11-7 Extended Day Pay

Employees whose regular workday is less than eight (8) hours shall receive their regular wages when requested to work beyond their normal workday, subject to 11-6 above.

11-8 Duty Aides

The district may authorize school sites to hire individuals to provide supervisory coverages for recess, lunch and other times in which additional supervision is required. Such positions are not eligible for HCSSO membership and will be compensated at a flat rate as determined by the HCSD. Such individuals will be under 3 hours per day, and may not be used as substitute aides. (9/21)

ARTICLE 12 - LEAVES OF ABSENCE

12-1 Sick Leave

Sick leave is leave that shall be granted an employee who is unavoidably absent because of personal illness, temporary disability, or accident, or because of serious illness, accident or death in his/her family, or for diagnostic tests which cannot be scheduled during vacation periods without being detrimental to the health or safety of the employee or his/her spouse or dependent child. With the approval of the Superintendent, leave may be granted in the event of death or serious illness of persons other than the employee or the employee's family. Illness related to pregnancy and childbirth shall be treated as sick leave. A physician's statement of verification of illness may be required after five (5) consecutive days of illness or in the event the District suspects an abuse of sick leave after three (3) separate days of illness.

Immediate Family is defined as spouse, domestic partner as defined in NRS 122A, children, step-child, foster child, parents, grandparents, grand children, sister, brother, all in-law relations, and for purposes of bereavement, aunt, uncle and first cousin. (9/17)

12-2 Sick Leave Allocation

Each 12 month employee, working 3 hours or more per day, shall receive fifteen (15) days of sick leave at the beginning of each contract year (July 1 to June 30 and based on a 5 day work week). Sick leave shall be prorated for less than full time employees to represent actual hours earned per day. For accounting purposes, 12-month employees' sick leave will be classified at the beginning of the fiscal year. All 9-month employees, working 3 or more hours per day, will have sick leave allocated based on the rate of 1.50 days per month (maximum of 13.5 days annually) and provided at the beginning of the 9-month contract (based on a 5 day work week). In cases of a 4-day school week, sick leave days are deducted at a rate of 1.25 days per sick day absence. For an employee that separates from the District prior to the end of the contract year, he/she will be required to reimburse the district for any used, but not "accrued" sick leave days. This reimbursement shall occur through payroll deduction or a payment plan as determined by the District. Employees shall accrue sick leave during any approved paid leaves. Employees do not accrue sick leave during any unpaid leaves. (9/17, 9/19, 9/21)

12-2-1 Bereavement Leave

Staff will be granted leave of absence of not more than five (5) consecutive working days with pay, to be deducted from sick leave, for bereavement in the immediate family. An extension of this leave of not more than ten (10) consecutive working days shall be deducted from sick leave, upon notification to the superintendent. Staff who have exhausted their sick leave may request unpaid leave. (9/21)

12-3 Sick Leave Accumulation

All unused sick leave days will accumulate without limit.

12-3-1 Unused Sick Leave Upon Retirement

Employees, upon retirement from the District, employees working 7 hours, or more, shall receive seventy-five dollars (\$75.00) per day for each day of unused sick leave, while employees working less than 6 hours per day, shall receive sixty dollars (\$60.00) per day for each day of unused sick leave. To be eligible for payment, an employee must have been an employee of the District for a minimum of ten (10) years and must receive retirement benefits from PERS within six (6) months after leaving District employment. The employee shall have the option of one of the following plans:

- (a) A direct, lump-sum payment to the employee, or,
- (b) A payment into a fund established for the purpose of paying a retiree's group health insurance premiums until depletion of the amount initially deposited in the employee's name. In the event of the employee's death before depletion of his/her fund, a lump-sum payment in the amount remaining will be paid to the employee's beneficiary.

The retiring employee shall notify the Superintendent of his/her option within 30 days prior to retirement. After that date, Option A will be the only allowable option.

In the event of the employee's death before retirement, unused sick leave shall be paid to his/her beneficiary(s) at the rate of \$60 per day for each day of unused sick leave. (11/15, 9/17)

12-4 Sick Leave Contribution

The Sick Leave Bank is provided to help personnel who, unable to perform the duties of their position due to personal long-term illness or disabilities, have exhausted all available leave. Also covered is long-term illness or disability in the employee's immediate family.

See Appendix C

12-5 Personal Leave

If a 12-month employee begins employment on July 1, two (2) days of personal leave will be granted to each 12-month employee with no restrictions provided that in doing so does not cause undue hardship to the District. For 9 month employees, two (2) personal days will be applied based on a start of August 1. One (1) additional day of personal leave will be granted to classified personnel who attain step 16 or have 16 years, or more, of consecutive service as a classified employee, providing for a total of three (3) personal leave days annually. If an employee begins employment on another date, personal leave shall be prorated accordingly. In the event there are no unforeseen circumstances, the employee shall provide a written request for personal leave to his/her immediate supervisor three (3) days prior to use of leave. At the principal or supervisor's discretion, leave may be granted on shorter notice if the leave will not create a hardship for the school. One day of personal leave represents the actual hours an employee works in one day; i.e., one day of personal leave equals one day of work in a traditional 5-day work week. In cases of a 4-day school week, personal leave days are deducted at a rate of 1.25 days per personal day absence. (7/23)

- (a) Personal leave may only be used in full or half day increments.
- (b) No more than three (3) consecutive days will be granted without approval of the immediate supervisor or the Superintendent or designee.
- (c) Except for emergencies and when granted by the Superintendent or his designee, no personal leave shall be used from August 15th through September 15th, with the exception of the Friday before Labor Day.
- (d) Twelve (12) month school secretaries are excluded from the Personal Leave provision.
 - i. 9 month employees transferring to a 12-month position will have unused personal days transferred to sick leave effective the first day employed as a 12-month employee.

In the event personal leave is remaining at the end of the school year, unused days will be treated as follows:

- (a) An employee shall carry forward unused personal leave into the next school year subject to a the maximum accrual allowed in Article 12-5, to include the personal days that are granted at the beginning of each year. Days in

excess of that specified in Article 12-5 will be automatically rolled into sick leave. (11/15, 9/19, 9/21)

12-6 Jury Leave

- (a) Employees shall be excused for jury duty.
- (b) Employees shall suffer no interruption of pay because of jury duty.
- (c) Jury duty of less than three hours in a day shall require the employee to return to work to finish the remainder of his/her shift.
- (d) Employees shall be required to reimburse the District the amount of pay received for their serving on the jury. Employees shall retain any payment for meals and mileage.

12-7 Maternity Leave

Leave may be granted under the provisions of the Family and Medical Leave Act (FMLA). Total maternity leave per family may not exceed twelve (12) weeks. When a holiday falls during a work week, the week counts as a full week of FMLA leave. However, when school is closed for five (5) consecutive working days or longer, such as the December holidays or summer recess, those days will not count as FMLA leave. A doctor's note is required for all maternity leave. All leave must be exhausted before going on leave without pay. (9/21)

Upon return to the District within the twelve (12) week period, the employee shall resume his/her former position. In conjunction with the district, should additional leave beyond the 12-week period be required, the employee will be placed in accordance with Article 12-8. (9/17)

12-8 Unpaid Leave

An employee who runs out of sick leave, personal leave and vacation days shall be granted an unpaid leave of absence for the duration of the illness or disability for up to, but not to exceed, one (1) year. A physician's statement is required prior to any unpaid leave of absence.

The employee shall make written application for the unpaid leave to the Board at least two (2) weeks prior to the scheduled start of leave, if possible.

An employee on unpaid leave shall not accrue benefits or earn any salary increments for the duration of such leave. The District shall continue to pay the employee's health insurance premium during the term of the leave, for a maximum of one-year total during the employee's employment with the District. Placement upon return from Unpaid Leave will be at the District's discretion, so long as no reduction in hours is incurred and the employee is returned to the same attendance area from which they left. At that time, the employee will be granted seniority and salary from the time the approved leave commenced. (9/17, 9/19)

12-8a. Leave Without Pay

The term “Leave Without Pay,” as proposed in this Article, is separate from 12-8 “Unpaid Leave” which is used for extended illness or disability. Leave Without Pay is not appropriate except under “emergency situations” which is defined as illness as addressed in 12-1, and shall only be granted by the Superintendent, or his/her designee, after the school site has been notified. Prior to approval, all available leave, including Personal Leave, must be exhausted. An employee who takes Leave Without Pay without prior authorization, will be subject to disciplinary action, up to and including termination. (9/17, 9/19)

Military Leave

Pursuant to applicable federal and Nevada statutes, employees who must serve under orders in military programs shall not lose salary from the School District for participating in such programs for up to fifteen (15) school days per school year.

A copy of orders from the employee’s commanding officer is to be submitted to Human Resources.

12-9 Miscellaneous Leaves

Leaves may be granted at the discretion of the Board for reasons other than those covered in this Agreement.

ARTICLE 13 - VACATIONS

13-1 Employees working in excess of three hours per day and on a twelve-month schedule shall earn one (1) day per month vacation time. An employee shall begin to earn vacation time after their probationary period. At that time, vacation will be prorated at one (1) day per month until the end of the current contract year. At such time, each employee shall receive the prorated amount. After seven (7) years of employment, employees on a twelve-month schedule will accrue one and one-half (1 ½) days per month vacation time. After nineteen (19) years of employment, employees on a twelve-month schedule will accrue one and two-thirds (1.67) days per month vacation time, or twenty (20) days. (9/17, 9/19, 9/21)

13-2 Except as provided below, vacation days cannot accumulate from year to year. No more than twelve (12) can be taken in a contract year (July 1 through June 30), except after seven (7) years of employment, eighteen (18) days’ vacation time, and after nineteen (19) years of employment, twenty (20) days’ vacation will be allowed.

Accrued vacation days must be used not later than ten (10) work days prior to the first day of instruction for the next school year.

13-3 Upon termination of employment, payment will be made for the unused vacation days that have been earned but not yet used, at the employee’s regular daily wage rate.

- 13-4 No extra pay will be granted if a vacation is not taken. However, unused vacation days will automatically roll into the employee's sick leave providing one sick day for each unused vacation day.
- 13-5 Vacations must be approved by the immediate supervisor. No vacation time will be unreasonably denied except at those times where granted such vacation time would cause undue hardship upon the District. A hardship may include, but is not limited to: multiple staff from the same department requesting vacation at the same time; leave during peak cleaning/construction times; etc.
- 13-6 Employees shall notify their immediate supervisor at least a week in advance of the planned vacation.
- 13-7 All twelve (12) month school secretaries, regardless of date of hire, shall be included in the practice of Christmas and Spring Break paid non-working days during days when school is not in session.

ARTICLE 14 - HOLIDAYS

- 14-1 All Custodians, Groundskeepers, Maintenance Workers and 12-month Secretaries working more than 3 hours per day shall receive the following paid holidays:

January 1	Independence Day	Thanksgiving Day
Martin L. King Day	Labor Day	Day after Thanksgiving
President's Day	Nevada Day	Christmas Day
Memorial Day	Veteran's Day	Juneteenth

Employees working fewer than twelve (12) months shall receive ten (10) paid holidays to include Labor Day, Nevada Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Years Day, Martin L. King, President's Day and Memorial Day.

In addition, the minimum day before Thanksgiving and Christmas Eve will be observed by early release for all classified employees. Early release will be at the same time certified personnel are released. Employees will be granted their regularly scheduled hours. Night custodial staff will be required to work a minimum of 4 hours. (11/15, 9/19, 9/21)

- 14-2 If the holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

ARTICLE 15 - HEALTH INSURANCE

15-1 Group Health Insurance

The District shall contribute 95% of the employee only premium for the FY 2022. for employees working at least twenty-five (25) hours per week for a health and hospitalization policy (comprehensive major medical plan) to include dental, vision and a prescription card service, will be provided for employees and their dependents, as described in the HCSD Employee Benefit Plan document and the Master Agreement between the District and the employees. Life Insurance and Accidental Death and Dismemberment will also be provided for each employee as included in the plan.

The District will provide for an annual rate increase of up to 6%. This increase will coincide with annual renewal notices from the Insurance Provider. Cost increases above the specified amount will be at the expense of the employee. Should annual rates increase beyond 6%, insurance committee may select to seek bids from other Insurance Providers; consider alterations to the existing plan; or determine to maintain the current plan with associated rate increases.

In a year in which the annual renewal rate falls under the budgeted 6%, the District will apply any such savings to the employees' current monthly contribution, up to but not exceeding the total of the employees' contribution. (9/17, 9/21)

- 15-2 The District will pay the premium for eligible nine (9) month employees for ten (10) months, with the two (2) months of summer (July and August) employee and any dependent premiums being deducted from the employee's regular check on a prorated basis.
- 15-3 A Section 1.25 Benefit Plan will be available to all employees working 5 or more hours per day. The following items will be available under this plan: dependent insurance paid by the employee, child care, cancer insurance, and other available plans in the future that are allowed under IRS section 1.125.
- 15-4 A hard copy of insurance coverages are available upon request through the Human Resources Department. (9/21)

ARTICLE 16 - RULES AND POLICIES

- 16-1 The District will adhere to the policies that it has set, and see that they are carried out in a fair, equitable and consistent manner. It shall be the responsibility of the District to inform all employees covered by this Agreement of the rules, policies, and regulations of the District in a manner that is comprehensible to the employee. The District shall provide rules, policies, and regulations for which employees are held responsible to each job site for employee reference. The employee will adhere to the policies established by the District and will abide by them in an honest and consistent manner.

16-2 School Advisory Council

Each school faculty will annually select members of its School Advisory Council per a selection process mutually agreed upon by the faculty. Each council shall be comprised of at least five (5) faculty members to include both certified and classified personnel.

ARTICLE 17 - WORK DAY

17-1 Call Back Pay

Any employee called back to work during non-working hours shall be compensated a minimum of one hour pay for each call-in. Call back pay shall be offered as pay or compensatory time at one and one-half (1 ½) times the regular hourly wage rate of the employee.

17-2 Work Day

The workday for full-time custodians, maintenance workers, and groundskeeper employees shall consist of eight (8) consecutive hours, and for twelve (12) month secretaries seven (7) hours, and nine (9) month employees working seven (7) hours, excluding a lunch period scheduled by the District of not less than thirty (30) minutes that shall be duty free in the middle of the shift, and two fifteen (15) minute breaks per day at the employee's convenience with the immediate supervisor's approval. Employees who work less than full time shall have one fifteen (15) minute break per shift.

17-2-1 Work Shift

Employee work shifts will have regular, specific starting and ending times. There will be no split shifts except for bus drivers or other employees whose shift may be split if the employee volunteers for the divided shift.

17-2-2 Clean-up Time

Employees will use the last ten (10) minutes before the end of their shift for personal clean-up and to put away tools, equipment and materials. The clean-up time shall not be used as a break period.

17-2-3 Four Day Work Week

The District may schedule employees for a four (4) day work week with ten (10) calendar days prior notice to the Organization and affected employees. Employees scheduled for a four (4) day workweek will be scheduled to work their existing assigned hours up to ten (10) hours per day, with the exception of bus drivers and food service employees. Hours for bus drivers and food service employees will be based on the daily hours defined prior to the transition to a four (4) day week. Full time employees will have two twenty (20) minute breaks per day at the employee's convenience with the immediate supervisor's approval. Employees who work less than full time shall have one twenty (20) minute break per day at the employee's convenience with the immediate supervisor's approval.

Bus drivers and HCSD employed Food Service employees hired up to the time of a transition to a 4-day work week will be "grandfathered in", and will have no reduction in hours. (7/23)

17-3 Work Week

A normal work week during the school year will be Monday through Friday on a five-day week. A four-day work week schedule, if in force, will be determined by the approved calendar for the school year.

17-4 Work Year

The term Work Year for custodians, groundskeepers, 12-month secretaries, and maintenance workers, used in this Agreement will mean twelve (12) months in length and is based on the total number of days available to work, ranging from 260 to 262 depending on the calendar year. For food service workers it will be the days school lunch is served plus two (2) additional days. School secretaries contracted for nine (9) months work not less than 192 days. Instructional/Staff Aides and Health Assistants shall be scheduled to work the hours/days students are present or when other work is assigned, but not less than the number of student days which are calendared on the first day of the school year, which currently is 180 days. Effective with the 2020-2021 school year, Bus Drivers, Food Service employees, Health Assistants and Instructional Aides will have two additional days added to their schedule to support site based professional development for a total of a 182 days (during the two professional development training days, bus drivers will be compensated for any hours that exceed their daily route hours). For the purposes of this article only, Instructional Aides/Health Assistants and Food Service personnel may elect time off without pay on instructional days when no students are present during the regular school year. Such time off without pay must be approved by the Building Administrator or Food Service Director in advance, and could be denied if the Administrator/Director determines a need for services on those days. (9/21)

17-5.1 Use of Substitutes

The District shall provide substitutes for custodians any time a custodian is absent, when one is available to work.

17-5-1 When a custodian is working a shift short-handed s/he will start with cleaning blackboards, emptying trash and cleaning restrooms. Secondly, s/he will then clean his/her areas as best s/he can. This schedule may be changed at the direction of the principal or immediate supervisor.

17-5-2 The school administrator will notify teachers when a custodian is absent so that they will not expect to see their classrooms as clean as usual.

17-5-3 Each school site will attempt to provide substitutes, if possible, for the following job families when the employee is absent: Custodians, Health Assistants, Special Education, Secretaries Library, Computer and ELL Aides with Secretary absences to be covered under the direction of the site administrator. (11/15, 9/19, 5/23)

ARTICLE 18 -VACANCIES, ASSIGNMENTS AND TRANSFERS

18-1 Vacancies

Definition- Vacancy- The term “vacancy” is any position previously held by a support staff employee or a position newly created.

Vacancies shall be posted at each school and vacancy notices shall be placed in the appropriate job family mail box at least 5 days prior to closing. No persons shall be hired from outside until all current employees who request a transfer and who meet the minimum qualifications for the vacant or new position(s) have been interviewed. If the applicant’s request for transfer is not granted, the site administrator will provide a written explanation as to why the transfer request was denied. The District interview team shall be composed of at least one HCSSO member selected from a list of approved HCSSO members employed at the job site. This list will be provided at a minimum annually by the HCSSO President or designee. The term “days” as used in this section include any day the District is open for business. This definition of “days” supersedes the definition in Article 1-11. (11/15)

Should a vacancy occur within four (4) weeks prior to the first day of school, the Superintendent may waive the five (5) day positing period if necessary with no additional transfers granted two (2) weeks prior to the first day of school. (9/21)

18-2 Assignments and Transfers

Definition: The term “transfer”:

(a) is the movement of an employee from his/her current job family to another position of the same family. This could occur at the current site or to a position at another site. A person who transfers is filling a vacancy;

(b) Involuntary Transfer and Reassignments- involuntary transfers may be necessary due to the following:

1. Declining enrollment;
2. Fiscal, economic, or budgetary decreases;
3. Curtailment of programs, courses, or services;
4. Changes in the number of classified positions.

Prior to any staff member being assigned as an involuntary transfer, the district will provide the employee affected with the rationale for such actions. No employee will be involuntarily reassigned or transferred to a position for which the employee is not qualified unless adequate training is provided or if there is a qualified volunteer from the bargaining unit. Involuntary transfers, if made, will be on the basis of reverse seniority and assignment may not be made as a form of discipline.

18-3 Voluntary Transfers

Employees, who voluntarily transfer to a new position in their current job family or outside their job family, shall be placed on the step of the new salary range that most closely corresponds to the employee’s current rate of pay, with the addition of one step. Employees who move to a job family with a lower salary range will be placed based on years of service in the district. With specific and justifiable qualifications and experience, the employee and/or supervisor may ask for up to five (5) additional steps above this point, to be approved at the Superintendent’s discretion. The district shall notify the Organization President regarding involuntary and voluntary transfers. (11/15)

- a) Probationary employees may not request a voluntary transfer until such time as they are deemed post-probationary.
- b) Mid-year transfer requests for positions that are grant funded will require prior authorization through the district before authorization can be granted to ensure effective tracking for grant compliance.

18-4 Voluntary Reassignments

Prior to positing site based vacancies, the following procedure will be used:

- a) Current classified staff members, who meet the minimum qualifications for the position, at the school site for which a vacancy occurs will be given the opportunity to request a voluntary transfer through a 48-hour notice.
- b) In the event that more than one person volunteers, the principal will conduct interviews with all interested staff members.
- c) Should no site staff express interest, or should none of the candidates be selected for the vacancy, the position will be posted in accordance with Article 18-1. (9/21)

18-5 All new hires to the district shall start at step 0 unless the hire can demonstrate previous experience in a similar job family. The new hire may then be granted additional steps based on prior similar work experiences, which may be approved at the Superintendent’s discretion. (11/15, 9/19)

ARTICLE 19 - SAVINGS CLAUSE

19-1 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 20 – DURATION AND TERM OF AGREEMENT

20-1 This agreement shall be effective as of the first day of July, 2023 and shall remain in full force through the 30th day of June, 2025. At that time, if the parties cannot agree on any particular issue of negotiations and there has been a provision in the prior agreement on this subject, that provision shall remain in effect in the Agreement until such time that a successor agreement is negotiated and ratified by both the Humboldt County School District Board of Trustees and the Humboldt County Support Staff Organization, or by binding arbitration. (9/19)

20-2 This Agreement will be binding upon either party when ratified by the Board of Trustees and the Organization. This Agreement was ratified at the regularly scheduled Board Meeting on August 8, 2023.

20-3 The District may reopen the Agreement to address a “fiscal emergency” in accordance with the requirements of NRS 288.150(4). (9/19).

IN WITNESS THEREOF:

IN WITNESS THEREOF:

For the Humboldt County
Board of Trustees

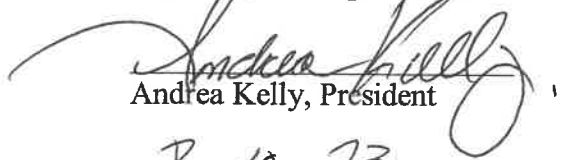


Abram Swensen, President

8/8/2023

Date

For the Humboldt County
Support Staff Organization



Andrea Kelly, President

8-10-23

Date

Salary Schedules
2023-2024
2024-2025

Step	Administrative Secretary I / Bookkeeper I	Administrative Secretary II / Bookkeeper II	Bookkeeper III
0	\$23.25	\$25.95	\$28.67
1	\$24.18	\$26.99	\$29.82
2	\$25.11	\$28.03	\$30.96
3	\$26.04	\$29.06	\$32.11
4	\$26.97	\$30.10	\$33.26
5	\$27.90	\$31.14	\$34.40
6	\$28.83	\$32.18	\$35.55
7	\$29.76	\$33.22	\$36.70
8	\$30.69	\$34.25	\$37.84
9	\$31.62	\$35.29	\$38.99
10	\$32.55	\$36.33	\$40.14
11	\$33.48	\$37.37	\$41.28
12	\$34.41	\$38.41	\$42.43
13	\$35.34	\$39.44	\$43.58
14	\$36.27	\$40.48	\$44.73
15	\$37.20	\$41.52	\$45.87
16	\$37.20	\$41.52	\$45.87
17	\$37.20	\$41.52	\$45.87
18	\$37.20	\$41.52	\$45.87
19	\$37.20	\$41.52	\$45.87
20	\$38.13	\$42.56	\$47.02
21	\$38.13	\$42.56	\$47.02
22	\$38.13	\$42.56	\$47.02
23	\$39.06	\$43.60	\$48.17
24	\$39.06	\$43.60	\$48.17
25	\$39.99	\$44.63	\$49.31

Salary Schedules
2023-2024
2024-2025

Step	School Secretary 12 month	School Secretary 9 month	Bus Driver
0	\$20.32	\$19.33	\$18.39
1	\$21.13	\$20.10	\$19.13
2	\$21.95	\$20.88	\$19.86
3	\$22.76	\$21.65	\$20.60
4	\$23.57	\$22.42	\$21.33
5	\$24.38	\$23.20	\$22.07
6	\$25.20	\$23.97	\$22.80
7	\$26.01	\$24.74	\$23.54
8	\$26.82	\$25.52	\$24.27
9	\$27.64	\$26.29	\$25.01
10	\$28.45	\$27.06	\$25.75
11	\$29.26	\$27.84	\$26.48
12	\$30.07	\$28.61	\$27.22
13	\$30.89	\$29.38	\$27.95
14	\$31.70	\$30.15	\$28.69
15	\$32.51	\$30.93	\$29.42
16	\$32.51	\$30.93	\$29.42
17	\$32.51	\$30.93	\$29.42
18	\$32.51	\$30.93	\$29.42
19	\$32.51	\$30.93	\$29.42
20	\$33.32	\$31.70	\$30.16
21	\$33.32	\$31.70	\$30.16
22	\$33.32	\$31.70	\$30.16
23	\$34.14	\$32.47	\$30.90
24	\$34.14	\$32.47	\$30.90
25	\$34.95	\$33.25	\$31.63

Salary Schedules
2023-2024
2024-2025

Step	Custodian I	Head Custodian	Food Service Head Cook	Food Service Worker
0	\$16.91	\$17.70	\$23.27	\$15.80
1	\$17.59	\$18.41	\$24.20	\$16.43
2	\$18.26	\$19.12	\$25.13	\$17.06
3	\$18.94	\$19.82	\$26.06	\$17.70
4	\$19.62	\$20.53	\$26.99	\$18.33
5	\$20.29	\$21.24	\$27.92	\$18.96
6	\$20.97	\$21.95	\$28.85	\$19.59
7	\$21.64	\$22.66	\$29.79	\$20.22
8	\$22.32	\$23.36	\$30.72	\$20.86
9	\$23.00	\$24.07	\$31.65	\$21.49
10	\$23.67	\$24.78	\$32.58	\$22.12
11	\$24.35	\$25.49	\$33.51	\$22.75
12	\$25.03	\$26.20	\$34.44	\$23.38
13	\$25.70	\$26.90	\$35.37	\$24.02
14	\$26.38	\$27.61	\$36.30	\$24.65
15	\$27.06	\$28.32	\$37.23	\$25.28
16	\$27.06	\$28.32	\$37.23	\$25.28
17	\$27.06	\$28.32	\$37.23	\$25.28
18	\$27.06	\$28.32	\$37.23	\$25.28
19	\$27.06	\$28.32	\$37.23	\$25.28
20	\$27.73	\$29.03	\$38.16	\$25.91
21	\$27.73	\$29.03	\$38.16	\$25.91
22	\$27.73	\$29.03	\$38.16	\$25.91
23	\$28.41	\$29.74	\$39.09	\$27.18
24	\$28.41	\$29.74	\$39.09	\$27.18
25	\$29.09	\$30.44	\$40.02	\$26.54

**Salary Schedules
2023-2024
2024-2025**

Step	Health Assistant I / Instructional Aide	Health Assistant II / Instructional Aide II Special Ed Aide	Health Assistant III	Instructional Aide III ASA
0	\$17.34	\$18.03	\$18.71	\$19.61
1	\$18.03	\$18.75	\$19.46	\$20.39
2	\$18.73	\$19.47	\$20.21	\$21.18
3	\$19.42	\$20.19	\$20.96	\$21.96
4	\$20.11	\$20.91	\$21.70	\$22.75
5	\$20.81	\$21.64	\$22.45	\$23.53
6	\$21.50	\$22.36	\$23.20	\$24.32
7	\$22.20	\$23.08	\$23.95	\$25.10
8	\$22.89	\$23.80	\$24.70	\$25.89
9	\$23.58	\$24.52	\$25.45	\$26.67
10	\$24.28	\$25.24	\$26.19	\$27.45
11	\$24.97	\$25.96	\$26.94	\$28.24
12	\$25.66	\$26.68	\$27.69	\$29.02
13	\$26.36	\$27.41	\$28.44	\$29.81
14	\$27.05	\$28.13	\$29.19	\$30.59
15	\$27.74	\$28.85	\$29.94	\$31.38
16	\$27.74	\$28.85	\$29.94	\$31.38
17	\$27.74	\$28.85	\$29.94	\$31.38
18	\$27.74	\$28.85	\$29.94	\$31.38
19	\$27.74	\$28.85	\$29.94	\$31.38
20	\$28.44	\$29.57	\$30.68	\$32.16
21	\$28.44	\$29.57	\$30.68	\$32.16
22	\$28.44	\$29.57	\$30.68	\$32.16
23	\$29.13	\$30.29	\$31.43	\$32.94
24	\$29.13	\$30.29	\$31.43	\$32.94
25	\$29.82	\$31.01	\$32.18	\$33.73

Salary Schedules
2023-2024
2024-2025

Step	Maintenance/ Operations Worker I	Maintenance/ Operations Worker II	Maintenance/ Operations Worker III	Maintenance/ Operations Worker IV
0	\$17.62	\$18.41	\$19.12	\$21.10
1	\$18.32	\$19.15	\$19.88	\$21.94
2	\$19.03	\$19.88	\$20.65	\$22.79
3	\$19.73	\$20.62	\$21.41	\$23.63
4	\$20.44	\$21.36	\$22.18	\$24.48
5	\$21.14	\$22.09	\$22.94	\$25.32
6	\$21.85	\$22.83	\$23.71	\$26.16
7	\$22.55	\$23.56	\$24.47	\$27.01
8	\$23.26	\$24.30	\$25.24	\$27.85
9	\$23.96	\$25.04	\$26.00	\$28.70
10	\$24.67	\$25.77	\$26.77	\$29.54
11	\$25.37	\$26.51	\$27.53	\$30.38
12	\$26.08	\$27.25	\$28.30	\$31.23
13	\$26.78	\$27.98	\$29.06	\$32.07
14	\$27.49	\$28.72	\$29.83	\$32.92
15	\$28.19	\$29.46	\$30.59	\$33.76
16	\$28.19	\$29.46	\$30.59	\$33.76
17	\$28.19	\$29.46	\$30.59	\$33.76
18	\$28.19	\$29.46	\$30.59	\$33.76
19	\$28.19	\$29.46	\$30.59	\$33.76
20	\$28.90	\$30.19	\$31.36	\$34.60
21	\$28.90	\$30.19	\$31.36	\$34.60
22	\$28.90	\$30.19	\$31.36	\$34.60
23	\$29.60	\$30.93	\$32.12	\$35.45
24	\$29.60	\$30.93	\$32.12	\$35.45
25	\$30.31	\$31.67	\$32.89	\$36.29

Salary Schedules
2023-2024
2024-2025

Step	Technology Support I	Technology Support II	Technology Support III	Technology Support IV
0	\$17.93	\$20.19	\$22.39	\$33.79
1	\$18.65	\$21.00	\$23.29	\$35.14
2	\$19.36	\$21.81	\$24.18	\$36.49
3	\$20.08	\$22.61	\$25.08	\$37.84
4	\$20.80	\$23.42	\$25.97	\$39.20
5	\$21.52	\$24.23	\$26.87	\$40.55
6	\$22.23	\$25.04	\$27.76	\$41.90
7	\$22.95	\$25.84	\$28.66	\$43.25
8	\$23.67	\$26.65	\$29.55	\$44.60
9	\$24.38	\$27.46	\$30.45	\$45.95
10	\$25.10	\$28.27	\$31.35	\$47.31
11	\$25.82	\$29.07	\$32.24	\$48.66
12	\$26.54	\$29.88	\$33.14	\$50.01
13	\$27.25	\$30.69	\$34.03	\$51.36
14	\$27.97	\$31.50	\$34.93	\$52.71
15	\$28.69	\$32.30	\$35.82	\$54.06
16	\$28.69	\$32.30	\$35.82	\$54.06
17	\$28.69	\$32.30	\$35.82	\$54.06
18	\$28.69	\$32.30	\$35.82	\$54.06
19	\$28.69	\$32.30	\$35.82	\$54.06
20	\$29.41	\$33.11	\$36.72	\$55.42
21	\$29.41	\$33.11	\$36.72	\$55.42
22	\$29.41	\$33.11	\$36.72	\$55.42
23	\$30.12	\$33.92	\$37.62	\$56.77
24	\$30.12	\$33.92	\$37.62	\$56.77
25	\$30.84	\$34.73	\$38.51	\$58.12

APPENDIX B REGULAR ROUTE BUS DRIVERS

The following sections expressly supercede any conflicting provisions in the Master Agreement, Articles 1 through 21. Sections B-1 through B-7 apply only to regular route bus drivers.

B- 1 SENIORITY AND REDUCTION IN FORCE

1-1 Reduction in Hours

The reduction in the number of hours a regular route bus driver is to work shall not constitute a layoff or reduction in force. Regular routes will not be reduced during the school year after count day unless based on elimination of bus stop(s), reduction of students at bus stop(s) or change of route due to available highways and roads such as new roads, road closure or bridge out, which reasons will not constitute a layoff or reduction in force. Nothing in this section prevents the District from eliminating a regular route during the school year subject to the procedures in Appendix B-1. The layoff of a regular route bus driver caused by the elimination of a regular route is subject to Appendix B-1.

1-2 Notification of Organization and Inclusion on Board Agenda

When, in the judgment of the Board and in accordance with NRS 288.150(3)(b), a reduction in the support staff is necessary, the Board will first notify the HCSSO president and include the item on its agenda for a regular open meeting of the Board.

1-3 Procedures for Staffing Adjustments

Attrition by resignation and retirement shall be utilized as the first means of staff reduction.

In the event of a reduction in force, release of current staff members shall include consideration of seniority within a recognized job family(s), and/or funding source, affected by a reduction in force, but shall not be the sole criteria. A reduction shall be determined by using the following criteria as listed below:

- a. Length of employment in the District, (See 9-3);
- b. First paid day on the job;
- c. Performance evaluations as defined by two consecutive years of an unsatisfactory and inability to meet the expectations of the Improvement Plan following the first unsatisfactory evaluation;
- d. Disciplinary records, within the past two years, to include any discipline at the Reprimand or higher level;

1-4 Probationary Employees

Probationary regular route bus drivers will be reduced before regular route bus drivers.

1-5 Seniority

Additional reductions in force will be based upon an employee's "seniority" with Humboldt County School District. The employee with the least bus driving seniority will

be laid off first. The District will provide the Organization and employee with one-month notice prior to any reduction in force.

Employees who have been laid off will be placed on the substitute drivers' list.

1-6 Seniority Defined

Seniority in 1-5 above shall mean a regular route bus drivers' length of continuous service since the date of his or her employment. An employee with a work year of less than twelve (12) months shall not be considered to have suffered a break in service during the months which are not included within the employee's work year.

Within thirty (30) days of the execution of this Agreement, the District shall establish a seniority list, with the employee with the greatest seniority listed first. The seniority list shall be brought up to date every year. Copies of the list shall be provided to the Organization by October 1st.

Employment in a job family recognized by the Board as belonging to the Organization shall be credited for seniority. All other employment receives no seniority credit in the Organization job families. Seniority in each Organization job family begins when an employee commences work in that job family and continues to accrue until termination of employment in a recognized job family. An employee may, under the above definition, simultaneously accrue seniority in more than one job family.

The employee with the least job family seniority (as opposed to total seniority with the District) in a recognized job family is the first employee laid off in the job family(s) affected by the layoff. Employees laid off in a particular job family may displace/"bump" less senior employees from a recognized job family where the laid off employee was previously assigned and for which the laid off employee remains qualified, beginning with the laid off employee's most recent assignment.

Service prior to interruptions other than vacations or authorized leaves shall not be credited toward seniority. Vacations and authorized leaves of absence shall not be considered interruptions in service.

Any resignation or termination of employment, except approved leaves of absence, shall constitute a "break in seniority". For the purpose of staff reduction, seniority shall be computed from the first working day subsequent to the most recent break in service, if any.

Employees who work less than three (3) hours per day or fifteen (15) hours per week do not qualify for seniority.

1-7 Priority in Hiring

Laid-off employees will keep the District informed of a current mailing address for purposes of recall, and will be offered the first vacant position for which s/he is qualified via certified mail to the last provided address. Failure to update current mailing address or failing to timely respond in certified notice waives any recall rights.

If multiple positions are vacant, the recalled person may select from among the positions available at the time of recall a position for which minimum qualifications are met. The date and time an employee is recalled will be verified with the Organization President/representative or the NSEA representative.

The intent to accept re-employment must be made in writing to the Superintendent within ten (10) days of receipt of the offer to re-employ. The offer to re-employ shall be made on a form provided by the District that identifies the position for which re-employment is offered and/or selected. Failure to notify the District of acceptance of re-employment will result in termination of recall rights.

Following the above-described procedures, all employees are free to apply for any posted vacant position for which they qualify, pursuant to Appendix B-7.

1-8 Benefits on Reemployment

Employees re-employed shall retain seniority, wage step and all other accrued benefits accumulated prior to the reduction in force.

B - 2 HOURS AND DAYS OF WORK

2-1 Work Week

A normal work week during the school year will be Monday through Friday for regular routes on a five day week. A four day week schedule, if in force, will be determined by the approved calendar for the school year.

2-2 Work Year

Regular Route Bus Drivers will be scheduled to work the days students are to be transported to or from school or when other work is assigned.

2-3 Split Shifts

Bus Drivers because of the nature of their work will be expected to work split shifts.

B - 3 DISTRICT BENEFITS

3-1 Sick Leave

All 9-month employees will have sick leave accrued at the rate of 1.5 days per month. Employees shall accrue sick leave during any approved paid leaves.

3-2 Attainment of Range

All new regular route bus drivers or bus drivers being re-employed in the District after a one (1) year break in service, will serve a probationary period of ninety (90) work days.

3-3 District Health Insurance Benefits

Same as Article 16 with requirement that the 25 hours per week to qualify for insurance coverage is based on regular route bus assignments.

3-4 Public Employees Retirement Service (PERS)

The District shall pay the full contribution to PERS for all eligible regular route bus drivers.

3-5 Holidays

Employees shall receive the following paid holidays if the holiday falls within their work year:

- January 1
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Labor Day
- Nevada Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- President's Day

If the holiday falls on a Saturday, the Friday preceding shall be observed as the holiday. If the holiday falls on a Sunday, the Monday following shall be observed as the holiday.

**B - 4
COMPENSATION**

4-1 Salaries

See Article 11-1 and Appendix A.

4-2 Overtime Pay

Overtime is defined as assigned work beyond forty (40) hours in a work week. A work week is any seven (7) consecutive day period commencing on Monday and ending on Sunday midnight.

Assigned overtime shall be compensated at a rate of 1.5 hours for each hour worked.

No regular route bus driver shall receive overtime compensation for work which was not approved and assigned by the Bus Driver Foreman.

4-3 Meal and Lodging Reimbursement

Bus drivers assigned to drive out of District activity and athletic trips will be entitled to meal and lodging reimbursement consistent with District policy and procedures. (9/17)

A driver must submit a receipt for lodging subject to District/State set allowances.

If required to stay overnight, drivers will not be asked to share rooms.

A false claim for reimbursement will be subject to discipline under Article 8.

4-4 Unscheduled Call Out

Any time a regular route bus driver chooses to accept an unscheduled assignment to drive, the driver will be paid time and a half for an unscheduled call out. Unscheduled is defined as not having been previously posted for selection by the bus driver staff. (9/17)

4-5 Interrupted Call Out

Any time a bus driver reports for a scheduled run which subsequently is canceled and for which the driver could not have known of the cancellation, the driver shall be paid for a minimum of one (1) hour at his/her regular hourly rate of pay for that interrupted run.

The driver will be entitled to a first option for the next trip and retains his/her place on the seniority rotation schedule.

4-6 Holiday Pay

Regular route bus drivers required to work on a holiday shall be paid at 1.5 hours for each hour worked. Substitute bus drivers shall not displace regular route drivers on holidays. Substitute drivers may be used if regular route trip bus drivers are unavailable.

4-7 Check Out Time

Bus drivers will receive one (1) hour of paid time per regular work day, at their regular hourly rate of pay, for the purpose of pre-trip inspections, cleaning buses for completion of required paper work, and drop off phone and keys at the end of the day.

Not utilizing this one (1) hour of time to complete the required responsibilities, but continuing to receive compensation, will be subject to discipline under Article 7.

4-8 Required Attendance to Meetings/Trainings

Any time a regular route bus driver is required to attend a meeting and/or training, outside of contract time, the driver shall be paid his/her regular hourly rate of pay for the time in attendance. (9/21)

4-9 Physical Exam

The District will contribute a maximum of \$100 once per biennium toward an approved CDL exam whether performed by District or employee selected physician who is certified to perform Nevada CDL physical exam. If performed by employee's physician or employee selected physician the results of the CDL exam on approved Nevada form will be provided to the District immediately following the exam. The District will also pay the

total cost to keep the CDL driver's license current. A receipt will be required to process the reimbursement.

4-10 Mileage

If an employee is required to use his/her personal vehicle for District business the employee will be reimbursed at the current state per diem rate per mile.

If a private vehicle is used in lieu of an available District owned vehicle, no reimbursement will be allowed.

4-11 Experience Step

For the purpose of an experience step increase, an employee will be entitled to move to an experience incremental increase on the bus driver regular hourly compensation schedule and the bus driver field trip compensation schedule on July 1 of the following year of the date of hire. All employees who currently are on a January 1 experience step increase will continue to receive an experience incremental increase on January 1.

B – 5

FIELD TRIPS/LOCAL TRIPS

5-1 Seniority/Definitions

Field trips/local trips will be assigned on a rotational basis by seniority.

“Field Trips” are defined as those trips beyond a twenty-five (25) mile radius of the bus yard or originating rural site (if applicable) using a regular school bus or trip bus.

“Local Trips” are defined as those trips within a twenty-five (25) mile radius of the bus yard or originating rural site (if applicable) using a regular school bus or trip bus.

“Seniority” is defined in Appendix B-1-1-6.

5-2 Field/Local Trip Assignments

All regular route bus drivers interested in driving for field/local trips will notify the bus driver foreman in writing on the appropriate trip form that they are available for trip assignments. Bus drivers will designate their individual trip classification preference on the trip form for assignment purposes. Field trip/local trip compensation will begin at the origin of the activity of the trip site as designated by the bus driver foreman.

On each Thursday during the school year at 2:00 pm, on the bulletin board in the Bus Driver Training Center, all field, local, overnight or other non-regular route trips that have been requested for the week of the second Monday after this date will be posted. It is possible that a late trip may be posted later but there will be clear evidence of a late request. Driver's available for trip assignments will select trips by seniority on the form provided by the District by 12:00 noon the following Wednesday. In the event a trip is canceled following the selection process above, the driver has the first option to the next posted trip and retains his/her position on the seniority rotation schedule. Any trip not selected by Wednesday at 12:00 noon, or any posting received after 2:00 on Thursday

will be assigned by the bus driver foreman based on the seniority rotation list of available trip drivers. If no trip drivers accept the trip, it will then be offered to regular route drivers based on seniority. If no regular drivers accept the trip it will then be offered to sub drivers based on seniority. All offerings will be documented on seniority forms by Bus Foreman or their designee.

If a driver declines a trip assignment he/she will lose position in seniority rotation.

There will be no trading of trips among drivers.

Substitute bus drivers may be used if regular route trip bus drivers are not available.

An employee signed up for field/local trips will not be excused from such assignment unless approved by the bus driver foreman, which approval will not be unreasonably withheld. (11/15)

5-3 Compensation – Field or Overnight Trips

Bus drivers will be reimbursed for field trips at 100% of their regular hourly rate of pay for the entire time of the field or overnight trip. Total paid time will be calculated from the time of departure from the bus yard, to time of return to the bus yard; not including ten (10) hours of sleeping time, when applicable, which is unpaid.

The above paid time will include 1 hour per Appendix B-4-4-7.

All meals will require an itemized receipt for reimbursement. An exception will be made for food purchased through concessions during events. In such circumstance, reimbursement will require a hand written receipt detailing the meal expense which is signed and dated by the employee. Maximum reimbursement will be based on actual expense not to exceed GSA lunch reimbursable rates.

5-4 Compensation – Local Trips

Local trips are paid at regular rate of pay from time of departure to time of return, with a minimum of 1 (one) hour paid.

5-5 Contracting Out Trip Runs

The District retains right to contract bus trips outside Humboldt County based on unavailability of air conditioned and/or restroom equipped buses and/or based on the length of trip and/or weather conditions as determined by the District. This language is limited to the regular route bus drivers and shall not be precedential as to any other employee in any other job family to which this agreement applies.

B – 6

JOB INJURY – SAME POSITION PROCEDURE

6-1 Job Injury

A regular route bus driver who is injured on the job will be returned to his/her same position and route if the driver is medically certified to return to full-time, unrestricted service within one (1) year of such injury.

6-2 Approved Leave of Absence

If a regular route bus driver is not medically certified to return to full-time, unrestricted service within one (1) year of a job related injury, he/she will be assigned the next available route following his/her unrestricted medical release up to one year after such injury and/or approved leave of absence.

6-3 Job Entitlement Void

If a regular route bus driver is not able to return to work after a job-related injury within one (1) year of such injury plus use of any and all approved leave of absence, his/her entitlement to any bus route is void.

B – 7

VACANCIES

7-1 Vacancies
See Article 18

3. Amendments - Term
See Articles 20 and 21

APPENDIX C

HUMBOLDT COUNTY SCHOOL DISTRICT SICK LEAVE BANK PROCEDURE

PURPOSE

- 1.1 The Sick Leave Bank is provided to help personnel who, unable to perform the duties of their position due to personal long-term illness or disabilities, have exhausted all available leave. Also covered is long-term illness or disability in the employee's immediate family.
- 1.2 The Sick Leave Bank is not a maternity leave bank, a repository for those who have expended their sick leave for no valid reason, blanket coverage for other than an employee's family, for personal business or for elective surgery*.

ELIGIBILITY

- 2.1 Employees interested in participating in the Sick Leave Bank shall complete and submit a Sick Leave Bank Participation/Authorization form to the Central Office.
 - 2.1.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period, from the beginning of school through October 1st.
 - 2.1.2 Sick Leave Bank Participation/Authorization forms are available through the Central Office and/or the district website.
 - 2.1.4 Only active Sick Leave Bank members are eligible for assistance from the Sick Leave Bank.
- 2.2 Employees participating shall donate and have deducted from their accumulated sick leave not more than the equivalent of one (1) day at any time. Upon voluntary enrollment in the Sick Leave Bank, an initial one (1) day of sick leave will be deducted.
- 2.3 Employees participating in the Sick Leave Bank shall continue their participation from year to year, unless they notify the Central Office in writing, during the open enrollment period.
 - 2.3.1 An employee who withdraws from the Sick Leave Bank may not be reimbursed for the sick leave time already contributed.
 - 2.3.2 Whenever the accumulation of time in the Sick Leave Bank is less than the equivalent of 50 days, the Sick Leave Bank Committee will inform the Bank membership that a special assessment of one

sick leave day per member will be made to reimburse the bank. If an employee has no days available to donate at the time of assessment, the assessment will be applied upon accrual of the subsequent school year sick leave allocation.

Days in the Bank that were not used during the school year will carry over to the next year.

ASSISTANCE

- 3.1 Only active Sick Leave Bank members are eligible to receive assistance from the Sick Leave Bank.
- 3.2 Employees must exhaust all available leave before they can become eligible to receive assistance from the bank.
- 3.3 Employees who wish to apply for assistance from the Sick Leave Bank shall complete and submit a Sick Leave Bank Assistance Application to the Central Office. Sick Leave Bank Assistance Applications are available upon request from the Central Office and/or the District website.
- 3.4 All requests for donated days must be submitted no later than seven (7) working days prior to the anticipated date of leave. This requirement will be waived in emergency situations.
- 3.5 The maximum number of days which can be granted from the Bank at any one time is twenty (20). Days must be used in either half (.5) or full day (1) increments. Additional days can be granted from the Bank only after review and an additional application.
- 3.6 Any sick leave that an employee receives from the Sick Leave Bank which is not used at the time the illness or the disability ceased to exist shall be returned to the Sick Leave Bank, and will not count against the maximum number of days that can be requested from the Sick Leave Bank during the term of employment.
- 3.7 The Sick Leave Bank Committee shall consist of nine (9) members appointed to the committee. Representation shall be equal between Classified, Certified and Administration. Membership will be appointed annually for Classified and Certified by their respective association or organization president, with Administrative representation appointed by the Superintendent (all of which must be members of the Bank).
 - 3.7.1 The Sick Leave Bank Committee shall review the employee's Sick Leave Bank Application and sick leave account usage.
 - 3.7.2 For recommendation to be rendered on an application, a minimum of six members of the Sick Leave Bank Committee must be in

attendance. Recommendations will be determined by majority vote of the committee. A written decision will be provided to the applicant.

3.7.3 If the Committee recommends denying an application, the affected employee will be notified of the recommendation and the reasons why. If the employee disagrees with the recommendation, the employee can request an appeal through the Board of Trustees in writing within 10 days of notification of the decision. In case of appeal, the recommendations of the Committee will be forwarded to the Board of Trustees, and the determination of the Board of Trustees is final.

3.7.4 The maximum cumulative number of days which any one person can be granted during his/her period of employment with HCSD is sixty (60) days.

3.7.5 In extreme circumstances the Sick Leave Bank Committee can consider additional days beyond the sixty (60) day limit may be awarded to the individual.

3.7.6 An employee who has received a donation from the Sick Leave Bank will be required to continue participation throughout employment.

If an employee is determined to have abused a donation authorized through the Sick Leave Bank, the employee will be required to reimburse the days allocated from the Bank and will be subject to disciplinary action as outlined in the Negotiated Agreement.

DEFINITIONS

4.1 “*Year*” is the school year – July 1st through June 30th.

4.2 “*Disability*” is a physical or mental condition for which treatment prevents the employee from working.*

4.3 “*Illness*” is a diagnosed medical problem which results in the employee being unable to work.*

4.4 “*Family*” is the immediate family as described in the negotiated agreement.

4.5 “*Elective*” shall be defined as any procedure that is subject to choice.

An elective surgery is a planned, non-emergency surgical procedure. It may be either medically required (e.g., cataract surgery), or optional (e.g., augmentation or implant) surgery.

4.6 “*Extreme Circumstance*”* shall be defined as circumstance beyond the employees control and have the potential of death.

* *Either disability or illness may include ongoing treatments.*

REVIEW

The committee will meet on an annual basis to review the plan. Recommended changes will be presented as part of regularly scheduled negotiations.

