MASTER AGREEMENT

between the

LANDER COUNTY SCHOOL DISTRICT

and the

LANDER COUNTY CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION/NEVADA CLASSIFIED SCHOOL EMPLOYEES AND PUBLIC WORKERS ASSOCIATION, LOCAL 6181

July 1, 2015 to June 30, 2017

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ARTICLE 1 - PREAMBLE AND DEFINITIONS

THIS AGREEMENT is made and entered into by and between the Lander County School District in the County of Lander and State of Nevada, and the Lander County Classified School Employees Association/Nevada Classified School Employees and Public Workers Association, Local 6181.

WHEREAS, the Lander County School Board in the County of Lander, State of Nevada, and the Lander County Classified School Employees Association/Nevada Classified School Employees and Public Workers Association, Local 6181, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the District is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the classified staff, and

WHEREAS, the Lander County School Board is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operations of the District to be directed through their designated representatives, the Superintendent of Schools, and

WHERAS, the members of the classified staff are particularly qualified to assist in the operation of the District and to assist the certified staff, and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours, and conditions of employment, and

WHREAS, members of the classified staff in the District have the right to join, or not to join, any organization for their professional or economical improvement.

NOW, THEREFORE, IT IS AGREEED:

1.1 Agreement refers to this document as the "Negotiated Collective Bargaining Agreement" between the District and the Association.

1.2 Board refers to the Lander County School District Board of School Trustees.

1.3 Day refers to any day during which an employee is required to be present on the job. This definition is superseded in grievance procedure, Article 24.2(1)(b).

1.4 District refers to the Lander County School District, also known as the Local Government Employer in NRS Chapter 288. This definition is superseded in Article 24.2(1)(b).

1.5 Immediate Supervisor refers to the employee's assigned building or site administrator or other supervisor assigned by the District.

1.6 Employee refers to any education support personnel classification recognized pursuant to NRS Chapter 288 and employed by the District at least twelve (12) hours per week and who are covered by this Agreement. Employees working less than twenty-five (25) hours week are not entitled to paid leaves, holidays or health insurance under this agreement.

1.7 EMRB refers to the Local Employee-Management Relations Board, as provided in NRS Chapter 288.

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1.8 Grandfathered in Contents and Article 19 refers to employees who were at step 20 or above on Appendix A or exceed the top of the salary range in their classification on the new salary step schedule (Appendix C-2) to the 2011 initial labor contract between the parties.

1.9 Instructional & Library Aide/Paraprofessional refer to an employee who is hired to assist licensed personnel employed by the District and meeting State of Nevada requirements for certification as a paraprofessional.

1.10 Member refers to District employees who dues are paying members of Association.

1.11 Non-Grandfathered in Contents and Article 19 refers to employees who were below step 20 of the salary range in their classification on the new salary step schedule (Appendix C-2) to the 2011 initial labor contract between the parties.

1.12 Non-member refers to District employees who are not dues paying members of Association but are covered by this Agreement.

1.13 NRS Chapter 288 refers to Chapter 288 of the Nevada Revised Statutes (NRS) and subsequent revisions, also known as the Local Government Employee-Management Relations Act.

1.14 Association refers to the Lander County Classified School Employees Association/Nevada Classified School Employees and Public Workers Association, Local 6181, or Association, which is the entity known as the Employee Association in NRS Chapter 288 and includes authorized officers and representatives.

1.15 Personnel File refers to the formal personnel file kept at the District Office for each employee.

1.16 Probationary Employee refers to any employee who is serving a 12-month initial hire and promotional probationary period. Probation may be extended up to six (6) months when warranted by the employee's performance, ability, or other circumstances. During the probationary period the employee may be discharged at any time with or without cause.

1.17 School Year refers to the period from July 1st through June 30th.

1.18 Superintendent refers to the Superintendent of Lander County School District or his/her designated representative.

1.19 Work Day refers to an employee's regularly scheduled work days. This definition is superseded in Article 24.2(1)(b).

1.20 Work and Benefit Hours - Work days and benefit days are converted to hours per attached schedule for purposes of scheduled work days, vacation accrual/use, sick leave accrual/use. Appendix A

ARTICLE 2 - RECOGNITION

2.1 The Lander County District Board of Trustees (Board) recognizes the Lander County Classified School Employees and Public Workers Association, Local 6181 (Association) as the exclusive bargaining agent with respect to rates of pay, wages, hours and conditions of employment set forth in this Agreement for all full time education support personnel employed by the Lander County School District (District) working twelve (12) or more hours per week in the following job classifications:

Bargaining Unit A – Non-Supervisory
Instructional & Library Aide/Paraprofessional
Attendance Aide

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School Site Secretaries/Administrative Assistant
Maintenance
Custodian
Food Service Worker
Regular Route Bus Drivers

Bargaining Unit B – Supervisory
Head Custodian

2.2 Excluded from bargaining unit A are any supervisory, administrative or confidential employees as defined by NRS Chapter 288, probationary employees, substitute employees, and any substitute or temporary or employees working less than twelve (12) hours per week.

Excluded from bargaining unit B are any non-supervisory, administrative or confidential employees as defined by NRS Chapter 288, probationary employees, substitute employees, and any substitute or temporary or employees working less than twelve (12) hours per week.

ARTICLE 3 – STRIKES AND LOCKOUTS

3.3 Association unconditionally pledges that it will not engage in any strike as defined by NRS Chapter 288.070. The District unconditionally pledges that it will not engage in any lock-out.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The District has the right without negotiation to carry out those management decisions, functions and prerogatives listed in and limited by NRS 288.150(3) and decisions of the EMRB including but not limited to the right to hire, direct, assign or transfer an employee subject to the requirements of NRS 391.205, but excluding the right to assign or transfer an employee as a form of discipline; the right to reduce in force or lay off any employee because of lack of work, lack of money, District/department reorganization subject to any negotiated lay off procedures in Article 27; the right to determine appropriate staffing levels and work performance standards, except for safety considerations; the content of the workday; including without limitation work load factors, except for safety considerations; the quality and quantity of services to be offered to the public and the means and methods of offering those services; safety of the public; evaluation decisions; decisions to subcontract or consolidate subject to the requirement to negotiate over the impact or effects of such decisions on affected employees; and disciplinary decisions subject to the grievance of disciplinary decisions pursuant to Article 25.

ARTICLE 5 - RIGHTS OF ASSOCIATION

5.1 The Association may use the District mail system (school mail box not e-mail system) to communicate with employees in the bargaining unit. All general communications will be provided to the Superintendent the day before distribution to members occurs.

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The system shall not be used to distribute political campaign materials, membership solicitation materials, or materials critical of or adverse to the District as determined by the Superintendent.

5.2 Association membership shall be at the sole discretion of the employee.

5.3 In November of each year during the term of this Agreement, the Association shall furnish the District, in writing, a list of its current officers and business agents or representatives.

5.4 The Association may use District bulletin boards to communicate with employees in the bargaining unit. All materials to be posted must meet the same time frames and criteria as 5.1 above.

5.5 Representatives of the Association may conduct Association business at the work sites before and after the work day, during normal breaks, and during lunch periods so long as the conduct of such business shall be such as not to interfere with the individual employee's duties or operations of the District. Non-employee representatives of the Association shall check in with the building or site administrator prior to proceeding to any employee.

5.6 The Association shall be granted up to five (5) days of leave without loss of pay per year for the Association officers to attend offsite Association meetings, conferences, legislative sessions, conventions, or training. The president of the Association shall notify the immediate supervisor of the day or days to be utilized under this section and the person(s) who will be utilizing such days. The immediate supervisor will not unreasonably deny authorization for such leave unless the granting of such leave would adversely affect the operations of the District as determined by he immediate supervisor. The Association will reimburse the District the cost of any substitutes used by the District to fill in for employees on leave pursuant to this section which shall not exceed the substitute rate of pay.

5.7 No employee shall be disciplined, discharged, dismissed, or discriminated against because of lawful activities conducted on behalf of the Association.

5.8 An employee may restrain a pupil when it is essential for self-defense or for the protection of others or property.

5.9 The District will provide legal assistance for any employee who is sued for assault or other alleged instance which occurs in the pursuit of his/her duties and within the scope of his/her employment.

5.10 In instances where there is a contact between administrators and a parent(s) regarding a complaint or problem with a child and any employee covered by this agreement that may result in disciplinary action, the employee and the Association President shall be notified of the complaint or problem prior to any disciplinary action.

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ARTICLE 6 – ASSOCIATION DUES

6.1 Upon written authorization from the employee, the District will make dues deductions from the salary of the employee and make appropriate remittance to the Association on a bi-monthly basis. The form for written authorization shall be approved by the District and the Association. Appendix B

6.2 No later than September 10 of each school year, the Association will provide the District with a verified list of employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld. The Association will notify the District in writing by the 10th of each month of any changes to the list. Changes in the amount to be withheld must be submitted to the District in writing at least 30 days prior to the date the change is to be effective. The District will be provided copies of the written authorization forms that will be maintained in the employee's personnel file.

6.3 The District will deduct all annual dues owed from an Employee's final check in the event of termination, resignation, or leave of absence.

6.4 The Association and affected employee agrees to indemnify, defend, and hold the District harmless against any and all claims or suits that may arise out of or by reason of action taken by the District in reliance upon any authorization submitted by the Association or employee to the District.

6.5 The Association agrees to refund to the District any excess amounts paid to the Association in error upon presentation of evidence of error.

ARTICLE 7 – WORKING HOURS AND CONDITIONS

7.1 The total number of days/hours per year shall be set forth in the negotiated salary schedule prepared by the District. Employee work schedules will be determined by the District and employees will be provided advance notice of their individual work schedules.

7.2 Employees shall receive one (1) ten (10) minute break or rest period during each work period of four (4) hours or more hours. Employees who work six (6) or more hours in a workday shall receive an uninterrupted unpaid meal period of thirty (30) minutes at or about the mid-point of their work day. Rest periods may not be scheduled or taken consecutively or in conjunction with meal periods. If an employee's meal period is interrupted by a work related matter, the employee will be paid for the meal period.

7.3 The regular work week for employees other than custodians, maintenance and bus drivers are Monday – Friday if assigned to a 5-day work week or Monday through Thursday or Tuesday through Friday if assigned to a 4-day work week. Work hours shall be scheduled in a manner that allows employees rest periods and meal periods. Rest and meal periods shall be scheduled by the administrators/supervisors. Provided employees receive their rest periods and meal periods, schedules and lengths of rest

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period may be adjusted from time to time to meet the needs of individual employees and to respond to changes in department workload. Nothing herein should be considered to limit or restrict the authority of the District to make temporary assignments to different or additional locations, work periods, hours of work, or duties as needed to meet operational needs or to respond to an emergency.

7.4 Employees are expected to be available and ready for work at the beginning of their assigned work period and at the end of their scheduled rest and meal periods. Required preparation for rest and meal periods, as well as the end of the workday, is considered work time. Rest and meal periods include the time spent going to and from the place where the break is taken.

7.5 Where appropriate, as determined by the District, employees will be informed of health or other special conditions of students under the employee's control that would require special or emergency services on the part of the employee.

7.6 It shall be the responsibility of each employee covered by this agreement to review, become familiar and comply with all applicable rules, policies and regulations of the District. It is the District's responsibility to provide copies of all applicable District rules, policies and regulations to each work site or post on District website for review by members of the bargaining unit.

7.7 The District will enforce its rules, policies and regulations in a non-discriminatory manner (as defined by Article 28) based on the facts and circumstances applicable to each situation or alleged violation of its rules, policies and regulations. Changes in District rules, policies and regulations shall be provided to all affected employees and posted on District bulletin boards at least ten (10) calendar days before the effective date (when school is in session) except where circumstances dictate a shorter notification period. Changes in the District's rules, policies and regulations that address mandatory subjects of bargaining as defined in NRS 288.150 and addressed in this agreement shall be negotiated with the Association prior to being placed into effect.

7.8 The District will list on the employee's job description any license or certification requirements that are a condition of employment or continued employment.

7.9 The District will reimburse employees the cost of obtaining any District required certifications that are in excess of those required by the employee's job description at the date of hire.

7.10 Employees shall be paid at their regular hourly rate for attendance at mandatory training sessions.

7.11 Employees are prohibited from using personal electronic communications devices during the work day except in emergency situations. This would include, but not be limited to, cell phones, pagers and beepers and personal recording devices (walkman; I-pod and other similar devices).

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7.12 Regular route bus drivers will be paid 32 cents per mile while driving trips over 50 miles one way with $10.00 per hour layover time not exceeding 15 hours of layover time per day. Hourly and layover time will not be paid simultaneously. Regular route bus drivers must not drive more than ten (10) hours in a fifteen (15) hour period. Each fifteen (15) hour period shall be followed by an eight (8) hour rest period. The District shall reimburse regular route bus drivers for all meals and lodging incurred for activity trips at the State of Nevada per diem daily rate based on submission and approval of receipts by the Transportation Director. Regular route bus drivers will be paid at their regular hourly rate for fifteen (15) minutes pre-inspection and fifteen (15) minutes post-inspection for trips. Any trip under 50 miles one way drivers will be paid at their regular hourly rate.

7.13 School employees and substitute employees must follow the School Bus Driver's Handbook approved by the Board of Trustees. Any changes to the Handbook covering mandatory subjects of bargaining listed in NRS 288.150(2) will be negotiated with the Association prior to implementation and approval by the Board of Trustees.

7.14 Of the regular route bus drivers who qualify and wish to drive for any activity, a rotation system will be followed so as to assure each regular route driver an equal opportunity.

7.15 Regular route bus drivers will be paid their regular hourly rate for driving regular routes, attending first aid classes or other required training and monthly staff meetings excluding activity trips which are paid pursuant to section 7.12.

7.16 If a regular route becomes available, a regular route bus driver may request a transfer to the regular route. Regular routes will be established by the Superintendent or designee upon recommendation by the Transportation Director and classed as a permanent or temporary extra regular route. Permanent extra routes will be considered a regular route and paid as a regular route. Nothing herein prevents the District from cancelling or combining regular routes due to emergencies or number of pupils served by regular route(s).

7.17 Regular route bus drivers will be paid an additional pay up to thirty (30) minutes per day for washing, cleaning, sweeping busses, gathering of keys, radios, phone, supplies, communications and paperwork where task(s) actually performed and approved on time sheet by the Transportation Director. The thirty (30) minutes per day may be extended with prior written approval of the Transportation Director.

7.18 Regular route bus drivers will be paid their regular hourly rate for and reimbursed for cost of obtaining or renewing Nevada Commercial Driver's License, provided it was obtained within six (6) months of commencing employment or during employment with the District. The District shall reimburse the cost of required physical examinations for Nevada school bus drivers for the Nevada Commercial Driver's License for current employees or new hires working more than 6 consecutive months for the District. Payment will be made at the first pay period following completion of the training and submission of receipts and being hired as a regular route bus driver. Should the regular route bus driver resign or be terminated within the employee's

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probationary period, the amount paid for training shall be deducted from the last paycheck.

7.19 Library Paraprofessionals will be allowed forty (40) total hours library preparation time to be used at the employee's discretion prior to the start of the school year and/or after the end of the school year, verified by a time sheet signed by their building principal, and paid at a rate of $15 per hour. This work will be performed during August and/or June, outside the school calendar or contract year. Pay for this work will be added to the first and/or last paycheck of the school year. The additional hours outside the contract year are at the Library Paraprofessional's discretion and are in no way mandatory. The library is to remain open and fully operational for student and staff use beginning the first day of the school year through the last day of the school year.

ARTICLE 8 –HOLIDAYS

8.1 The District observes holidays listed in NRS 236.015 which are paid if it falls on the employee's scheduled work day. However, Custodian and Maintenance classifications shall receive equivalent work time off without additional pay if the observed holiday falls on a Friday or Saturday subject to the operational requirements of the District on a day when students are not present.

8.2 Holidays occurring during an employee's vacation period shall not be counted as vacation.

8.3 Employees required by the Superintendent or designee to work on a holiday listed in NRS 281.015 shall received a minimum two (2) hours at time and one half the employee's regular hourly rate. Hours worked in excess of the two hour minimum shall be also paid time and one half of the employee's regular hourly rate.

ARTICLE 9 – VACATION

9.1 Vacation Leave (12 Month Employees)

1. Regularly employed, full time Maintenance and Custodial employees, excluding employees scheduled to work less than 12 months per year, shall accrue vacation at a rate of 6.67 hours per month beginning with the first month of employment (2 weeks).

2. Regularly employed, full time Maintenance and Custodial employees, excluding employees scheduled to work less than 12 months per year, shall accrue vacation at the rate of 10 hours per month beginning with the first full month of employment after five (5) years of continuous service (3 weeks).

3. Regularly employed, full time Maintenance and Custodial employees, excluding employees scheduled to work less than 12 month per year, shall accrue vacation at the rate of 13.33 hours per month beginning with the first full month of employment after ten (10) years of continuous service (4 weeks).

4. Regularly employed, full time Maintenance and Custodial employees, excluding employees scheduled to work less than 12 months per year, may accumulate 40 hours of annual leave per year, annual leave may accrue from year to year not to exceed 200 hours.

5. Regularly employed, full time Secretarial employees, excluding employees scheduled to work less than 12 months per year, shall accrue vacation at a rate of 17.5 hours per month.

6. Regularly employed, full time Secretarial employees, excluding employees scheduled to work less than 12 months per year, may accumulate 35 hours of annual leave per year, annual leave may accrue from year to year not to exceed 210 hours.

7. Except in the case of an emergency, leave requests must be submitted to the employee's direct supervisor at least seven (7) days prior to the proposed commencement of vacation leave time.

8. Vacation taken while school is in session will be limited to one (1) work week consecutively unless approved by the Superintendent.

ARTICLE 10 – SICK LEAVE

10.1 Employees will be credited 112.5 hours of sick leave prorated over the school year. Unused sick leave will continue to be carried over and added to the employee's sick leave balance up to a maximum of 1,350 hours. Sick leave accrual will cease when the employee's sick leave balance reaches 1,350 hours.

Sick leave is for use in those situations where an employee is unavoidably absent because of personal illness or accident, or because of serious illness, accident, or death in the immediate family. For purposes of this agreement, "immediate family" is defined as parent, spouse, or child for serious illness and accident, and "immediate family" is defined as an individual within the third degree of consanguinity or affinity for death living in the immediate household of the employee. Extended or reoccurring illness may require a physician's statement if requested by the immediate supervisor.

10.2 Upon separation from employment (resignation or layoff or PERS retirement not a disciplinary termination) a classified employee will be compensated at $20.00 per day for up to 180 days of unused sick leave. In the event of an employee's death the benefit in this paragraph will be paid to the employee's estate or other specified beneficiary.

10.3 This article only applies to employees working 25 or more hours per week.

ARTICLE 11 – FMLA LEAVE

11.1 Family and medical leave will be granted in accordance with Federal Family and Medical Leave Act with any FMLA leave served concurrent with paid sick and vacation leave taken to maintain paid status.

ARTICLE 12 – BEREAVEMENT LEAVE

12.1 In addition to Article 10 Sick Leave each employee shall be granted a maximum of three (3) days of bereavement leave per year for a death(s) in the immediate family.

ARTICLE 13 – ON-THE-JOB INJURY

13.1 The District follows NRS Chapter 616/617 for work related injuries and illnesses. Employee may use accrued sick and vacation leave to supplement workers compensation salary benefits.

ARTICLE 14 – LEAVE OF ABSENCE

14.1 The Superintendent may approve leaves of absence without pay up to thirty (30) calendar days.

ARTICLE 15 – MILITARY LEAVE

15.1 Military leave will be granted as provided in NRS 281.145 and District policy.

15.2 Any employee who is an active member of the Nevada National Guard or is an active member of any reserve component of the United States Armed Forces shall be relieved from his/her duties upon request to serve under orders on training duty without loss of his/her regular compensation for a period of not to exceed fifteen (15) working days in any calendar year. Any such absence shall not be deducted from the employee's accrued vacation.

15.3 In addition each regular employee shall receive seniority, or anniversary date benefits in compliance with any federal laws and court cases pertaining to military service or service due to any National Guard or Armed Forces Reserve duty.

15.4 No employee shall be denied promotion or adversely affected in his/her position due to serving in the National Guard or Armed Forces Reserve.

ARTICLE 16 – COURT LEAVE AND JURY DUTY

16.1 When a classified employee is subpoenaed to testify in a case in which s/he is not a party or is summoned to serve on a jury, s/he will be granted leave when such subpoena or summons is presented. During any such absence, an employee will be entitled to receive his/her regular salary and benefits s/he would normally receive.

Upon completion of jury/court witness service, employees will forward any compensation received from the court or other party to the District. Employees may keep reimbursement received for out-of-pocket expenses such as meals, mileage, and lodging, unless the District has paid or reimbursed the employee for the expenses.

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ARTICLE 17 – PERSONAL LEAVE

17.1 Upon completion of one (1) year of service and accumulation of 112.5 hours of sick leave and with the approval of the Superintendent, a classified employee may use up to three (3) days, 22.5 hours, of sick leave per fiscal year (July 1 to June 30) to conduct personal business.

ARTICLE 18 – RETIREMENT

18.1 Employees shall be retired from employment with the District in accordance with the provisions of NRS Chapter 286. The District agrees to pay the employee's retirement contribution, including any increases required by state law which occur during the term of this Agreement. Payment of increase in employee retirement contributions shall be considered in lieu of an equivalent salary increase.

18.2 Effective July 1, 2012 custodians that work a minimum of 36 hours per week on the district's current four-day school week shall receive a full monthly PERS service credit. Other employees already receiving a full monthly PERS service credit will not be affected by this provision. Retroactive from the 2009-2010 school year and subject to approval of Nevada PERS, custodians who worked the maximum hours offered by district shall have that time converted to full monthly PERS service credit.

ARTICLE 19 – SALARIES

19.1 Salary Step Schedule: There shall be a 0.0% salary increase to salary table in effect July 1, 2015 through June 30, 2017. There shall be no additional increases to salary schedules during the term of the 2 year contract (July 1, 2015 to June 30, 2017. See Appendix C-1 (Grandfathered Employee Salary Schedule) and C-2 (Non-Grandfathered Employee Salary Schedule).

19.2 New Salary Step Schedule: The parties will use the "rural" Elko, Humboldt, Nye, Lander and White Pine School Districts' hourly rates in effect June 30, 2010 for comparison of entry and top hourly rates of bargaining unit classifications. These five (5) Nevada School District's hourly rates will be averaged for entry and top with the numbers mathematically verified by the parties and subject to mathematical verification and correction by the arbitrator if any discrepancy arises within 30 days of the award. The new salary step schedule will have same number of steps as current salary step schedule and will be effective the date of the award. See Appendix C-2 to 2011 initial contract. (Section retained for historical reference.)

19.3 Placement on the New Salary Step Schedule: Employees will be placed in new salary schedule to the nearest dollar equal to or just above (whichever is the lesser amount) the step/hourly rate in the new salary schedule as the employee's current hourly rate in effect on the effective the date of the award. Employees placed in new salary schedule at step 15 would serve 1 year in such step before advancing to step 20 and 1 year in step 20 before advancing to step 25. Employees placed in new salary schedule at step

20 would serve 1 year in such step before advancing to step 25. See Appendix C-3 to 2011 initial contract. (Section retained for historical reference.).

19.4 Grandfathered Employees: Employees who currently are at step 20 or above on Appendix A or exceed the top of the salary range in their classification on the new salary step schedule (Appendix C-2) as of the effective date of the award will remain on the Appendix A salary schedule which will remain in full force and effect for these employees identified in Appendix C-3 to 2011 initial contract. (Section retained for historical reference.)

19.5 Annual Movement on Salary Step Schedule: Except as provided in paragraph 19.3 (above) employees will move one (1) merit step per year for steps 1-15 set forth on salary schedule and one (1) merit/longevity step per five (5) years for steps 15 and 20 conditioned on standard or better on the employee's annual performance evaluation not exceeding the top merit step on the applicable salary step schedule effective July 1st of each year.

Regular Route Bus Drivers and Food Service Workers will move to the next salary step after two (2) years in salary steps conditioned on standard or better on the employee's annual performance evaluation not exceeding the top step on the applicable salary schedule step effective July 1st of each year.

ARTICLE 20 – OVERTIME & COMPENSATORY TIME OFF

20.1 Overtime: Non-exempt employees actually working more than their regular scheduled work hours of 8 or 10-hours in any one (1) workday or more than 40-hours in the employee's seven (7) day work period shall be paid at the rate of one and one-half times the employee's regular (base) hourly rate. Lunch breaks and any paid and unpaid time off shall not be counted as hours actually worked for purposes of computing overtime compensation. Overtime not meeting the above requirements will be paid at the employee's straight time rate.

20.2 In lieu of overtime pay an employee may, with the approval of his/her immediate supervisor, be allowed to accrue and schedule compensatory time off at the rate earned in paragraph 20.1 (either straight time or time and one-half). Maximum accrual of compensatory time is eighty (80) hours. All accrued compensatory time off not used by June 30th shall be paid at the rate earned in paragraph 20.1 (either straight time or time and one-half).

ARTICLE 21 – HEALTH INSURANCE

21.1 Employer-Paid Benefit:

The District shall pay $775 of the monthly health, life, vision and dental premium reopened to negotiate over any increase in employee premiums above $775 during the term of this agreement for employees working twenty-five (25) or more hours per week.

21.2 Employee-Paid Benefit:

Employees shall pay the entire cost of the monthly premium for group health insurance for their eligible dependents through automatic payroll deduction and subject to the terms and conditions of the group policy.

21.3 An Insurance committee will be composed of one Board Member, four Teachers' Association members appointed by the Association President, and one administrator appointed by the District and one support staff member appointed by the Classified Association President, and one retiree appointed by the Teachers' Association.

The Plan fiduciary (Superintendent) shall call for the meeting at any time he/she believes it prudent to meet.

The Insurance committee is authorized to investigate the welfare of the Plan and, if considered necessary, make recommendations for Plan modification (including adjustments in premiums and changes to benefits) to the bargaining teams of the Association and the District.

Any changes to premiums or deductibles or changes to benefits in the Plan effecting employee benefits are subject to mandatory bargaining and shall be negotiated by the Lander County School District and the Classified Association.

The Insurance committee shall have the power to convene a special meeting. The Superintendent or Teachers' Association President may call for a meeting of the committee.

ARTICLE 22 – VACANCIES & INVOLUNTARY TRANSFERS

22.1 Involuntary Transfers

A. Involuntary transfers shall be in accordance with NRS 391.205.

22.2 Vacancies

A. The District encourages employees to apply for vacancies and promotional opportunities for which they are qualified. Promotions and filling vacancies will be based on the ability, qualifications, and potential of the candidates for the positions. Employees interested in promotions and vacancies should contact their administrator or supervisor, expressing their interest, in writing, in the position. Selection decisions will be consistent with the District's policy on Appointment of Classified Personnel.

Vacancies of bargaining unit classifications will be posted in the school sites for five (5) working days inside the District prior to posting outside the District. Vacancies will also be posted on District website and e-mailed to all bargaining unit employees.

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ARTICLE 23 – DISTRICT POLICIES, WORKING RULES AND SAFETY

23.1 District policies not in conflict with this Agreement are incorporated herein by this reference.

23.2 Work rules involving mandatory subjects of bargaining as listed in NRS 288.150(2) will be negotiated with the Association prior to implementation.

23.3 An employee shall immediately report to his/her immediate supervisor any unsafe working condition. District safety policies incorporated into this agreement.

ARTICLE 24 - GRIEVANCE AND ARBITRATION PROCEDURE

24.1 Purpose

1. The purpose or this procedure is to secure, at the lowest possible level, equitable solutions to problems that may arise affecting employees. Both parties agree that these proceedings will be kept as informal as may be appropriate at any level of the procedure.

2. Both parties encourage employees to resolve their problems with their immediate supervisors whenever possible. The provisions of this article are not intended to preclude an employee from informally discussing a problem with his or her immediate supervisor prior to filing a formal grievance. Such informal discussions are not a part of the formal grievance procedure.

24.2 Formal Procedure

1. Definitions:

a. A grievance is defined as any dispute which arises regarding the interpretation, application, or alleged violation of any provision of this agreement. A grievance shall not be used to resolve a dispute for which there is statutory remedy, i.e., issues over which the EMRB has jurisdiction. Form for tracking grievance shall be approved by the District and Association. Appendix E

b. Days, as used in this Article, are the days the District office is open. This excludes Saturdays, Sundays, observed holidays, and any days outside the employee's regular work year.

c. Grievant is the Association or post-probationary employee(s) covered by this Agreement.

d. District includes immediate supervisor, Superintendent or Board of Trustees.

e. If in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit each grievance in writing to the Superintendent directly, and the

processing of such grievance will be commenced at Level Two. The Association may process such a grievance through all levels of the procedure, even though there is no individual grievant who wishes to do so. Grievances involving more than one supervisor and grievances involving the administration above the building level may be filed by the Association at Level Two. In matters dealing with alleged violation of Association rights, the grievance shall be initiated at Level Two.

2. Level One - Immediate Supervisor

a. The Grievant shall file a written grievance with the immediate supervisor within twenty (20) days after grievant's knowledge of the grievance or the facts giving rise to the grievance specifying exactly which provision(s) of this Agreement have allegedly been violated including the factual basis for the alleged violation(s) and the remedy sought. The upholding of a grievance at this level is subject to the approval of the Superintendent.

b. The immediate supervisor shall meet with the grievant and representative(s) of the Association within ten (10) days of receipt of the grievance to discuss the grievance, and shall respond in writing to the grievant, the Association, and the Superintendent within ten (10) days following the Level One meeting.

c. In the event a grievance does not involve the immediate supervisor or where the grievance has a potential financial impact greater than $300.00, the grievance will be filed at Level Two.

3. Level Two – Superintendent

If the grievant is not satisfied with the disposition of the grievance by the Immediate Supervisor, the grievant may within ten (10) days of receipt of the written answer from the immediate supervisor, submit the grievance in writing to the Superintendent. The Superintendent or designee shall meet with the grievant and the immediate supervisor within twenty (20) days of receipt of the notice moving the grievance to Level Two and shall submit a written answer to the grievant within ten (10) days after the completion of the Level Two meeting. In the event that the grievance is regarding dismissal, the matter shall be appealed directly to Level Two within the time frames and in accordance with the procedures set forth in Level One.

4. Level Three – Mediation

a. If the aggrieved party is not satisfied with the disposition of the grievance at Level 3, Superintendent Level, then the parties may mutually agree to present the grievance to federal mediation within ten days after the Superintendents response at Level 3.

b. The Superintendent must respond to a grievance request for mediation within 5 days.

c. A mediator will be obtained from the Federal Mediation and Conciliation Service (FMCS).

d. The mediator shall confer with the Superintendent or designee and the Association, and hold the hearing promptly. If the meeting is unable to be held within 20 days, the Association has the option of moving the grievance to the next level.

e. Nothing said or done by the parties during the mediation hearing can be used against them during the arbitration proceedings unless mutually agreed to by the parties.

f. If no solution is reached to the satisfaction of both the Association and the District, the grievance and all information at levels 1-2 shall be submitted to the next level.

5. Level Four - Arbitration

a. If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievant may within ten (10) days after receipt of the written answer from the Superintendent, submit the grievance to arbitration by serving written notice of intent to arbitrate on the Superintendent.

b. In the event the grievance is appealed to arbitration the designated representatives of the District and the Association shall meet within ten (10) days of the filing of the grievance at Level Four and will attempt to jointly select an arbitrator to hear and decide the dispute.

c. If the parties are unable to reach agreement, either party may request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven arbitrators under its Voluntary Labor Arbitration Rules. Within ten (10) days of receipt of the list, each party shall alternately strike names from the list, and the remaining name shall be the arbitrator. Determination of which party strikes first shall be determined by a coin toss. The parties shall equally split any administrative fees assessed by FMCS in providing the list.

d. Arbitration shall comply with the Voluntary Labor Rules of the FMCS. All hearings held by the arbitrator shall be closed sessions. No party associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.

e. The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provision of this Agreement. An arbitrator in the

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absence of the expressed written agreement by both parties shall have no authority to rule on any dispute between the parties other than the dispute that was originally processed. The arbitrator's decision will be final and binding on all parties to this Agreement and will be in accordance with the terms and conditions of this Agreement.

f. The arbitrator's decision shall be submitted in writing to both parties within thirty (30) days of the closing of the record and shall be final and binding on the parties to this agreement except as provided in NRS Chapter 38.

g. Costs for the arbitrator, any required transcript, rental of facilities and any other fee deemed necessary for the conduct of the hearing shall be split equally between the parties. Costs of preparation, including the costs of calling witnesses, representatives and attorney fees, etc. shall be borne by the respective parties.

6. General Provisions

a. The grievant may be represented by a representative of his choosing at any level of the grievance process. When the Association represents the grievant in any disciplinary action, communications from the District regarding the grievance shall be copied to the Association representative.

b. No reprisal shall be taken by either the grievant, Association, or the Association's agents or the District, or the District's agents, against any participant in the grievance procedure, by reason of such participation.

c. The District shall make all documents, except confidential attorney client privileged documents, that are relevant to any grievance available to the Association or employee upon receipt of a written request for information. Prior to the final disposition of the grievance all documents, communications and records dealing with the processing of grievances other than the document or action being grieved shall be filed separately from the personnel file(s) of the participants.

d. Failure of the grievant to comply with the time frames in this Article shall cause the grievance to be forfeited. Failure of the District to timely respond to any grievance within the time frames in this Article shall cause the grievance to automatically be moved to the next step as if the grievance had been timely denied. The parties may agree in writing or by e-mail to extend, decrease or otherwise modify any required time frames.

e. The grievance procedure is the sole remedy for any grievance.

f. If joint meetings or hearings are called by the District or Arbitrator during school hours, no aggrieved party or his/her employee representative shall be subject to a salary deduction because of attending such meetings or hearings.

g. The filing of a grievance does not stay or postpone the action taken by the District which is the basis or ground of the grievance.

h. Probationary employees are excluded from application of this article.

i. Should the investigation or processing of any grievance require that an employee or an Association representative be released from his/her regular assignment, they shall be released with no loss of benefit in accordance with the following: One (1) employee Association representative will be released for the duration of each arbitration hearing to act as spokesperson and present the grievance.

ARTICLE 25 – DISCIPLINE/DISCHARGE

25.1 No post-probationary employee covered by this agreement shall be disciplined, suspended, terminated, or demoted without just cause and without the reasons for such disciplinary actions being specified in writing to the employee and the Association.

25.2 The District will follow a system of progressive discipline for post probationary employees except in those cases where the District determines that immediate suspension or termination may be warranted based on the seriousness of the misconduct. The District will provide the employee and the Association written notice of charges and an opportunity for an informal pre-disciplinary hearing prior to any termination of employment. The employee may have representation of his/her choice and expense at any disciplinary hearing. The employee and the supervisor initiating the discipline will be required to respond truthfully to any questions by the District and the employee's representative which are related to the alleged misconduct.

ARTICLE 26 – PERSONNEL FILES

26.1 The District shall maintain, for official school district purposes, one official personnel file for each employee. This file shall be kept under conditions that insure its integrity and safekeeping. No disciplinary document shall be placed into the personnel file without first being presented and copied to the employee and securing the employee's signature or refusal to sign for receipt thereof.

26.2 Upon written request to the Superintendent an employee has the right to examine and copy his or her personnel file at the District office. An employee may submit a written response to any material placed in the personnel file and the response shall remain attached to the document to which the response is made for as long as the document remains in the personnel file.

ARTICLE 27 – SENIORITY, REDUCTION IN FORCE, RECALL

27.1 Seniority shall be an employee's length of continuous service within the employee's job classification and begins the date of hire as a classified employee with the District. In the case of a break in service (termination, resignation) seniority will commence with the rehire date or return to work date, whichever is the later date.

In the event two or more employees in the same classification have the same seniority, the following determination of seniority will take place: date of hire, date of application, draw lots.

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

27.2 Within thirty (30) calendar days of ratification and approval of this Agreement the District shall memorialize in writing the existing seniority list by date of hire of those existing employees in the bargaining unit within the employee's job classification. The employee with the greatest seniority shall be listed first. The seniority list will be updated in September of each year and prior to any personnel action based upon the seniority list. Copies of the list shall be posted on the Association bulletin board at each work site. Seniority in a job classification will only be the time actually employed in that job classification. Any disagreements regarding the list will be resolved under the negotiated grievance procedure.

27.3 The District may lay off or reduce in force bargaining unit employees within specific attendance areas (Battle Mountain and Austin) for lack of work, decrease in enrollment, lack of funds, or district-wide or departmental reorganization.

27.4 In the event it becomes necessary to lay off or reduce in force bargaining unit employees the District shall lay off employees in the affected job classification(s) based on the employees' qualifications and seniority with the District and seniority within the employee's attendance area. Where employees are otherwise equally qualified as determined by the District the employee with the least seniority in the attendance area will be laid off first. Except as provided below there will be no displacement of less senior employees in job classification(s) not affected by the reduction in force.

Employees being laid off may displace less senior employees in other classifications for which they are qualified including required certifications if the employee previously held the position in good standing through the successful completion of probationary period in the District. There will be no displacement of employees assigned to bus routes in Antelope Valley and Austin/Kingston unless laid off employee agrees that the route and hours worked begins at the site of where the bus is parked.

27.5 The District will provide the Association and affected employees at least 30 (thirty) calendar days written notice prior to the effective date of any layoff or reduction in force.

27.6 The District agrees to meet and consult with the Association prior to a RIF, and shall make available to the Association all relevant information giving reasons for the RIF upon written request.

27.7 The District will establish a recall list of laid off employees which will be effective for 12 calendar months from the effective date of the lay off. Laid off employees will be sent vacancy announcements for bargaining unit positions for a period of 365 calendar days from the effective date of the lay off, and will be rehired if the former employee remains otherwise qualified for the position and was not involved in any misconduct during the layoff that would otherwise disqualify any applicant from consideration. The former employee will keep the district advised of his/her current address. Laid off employees who remain otherwise qualified for their former position shall be recalled in order of seniority to vacant positions in the classification that was laid off.

27.8 Employees recalled under this article to the employee's former job classification shall retain all seniority to the date of the lay off, wage/step and all other benefits accumulated (and not paid off) prior to the lay off.

27.9 Prior to implementation of a reduction in force pursuant to this Article, the District will provide an opportunity for the employees to voluntarily reduce in force under the terms of this Article.

ARTICLE 28 – NON-DISCRIMINATION

28.1 The parties to this agreement will not discriminate because of race, color, religion, sex, age, physical or visual handicap, national origin or because of political or personal reasons or affiliations.

ARTICLE 29 – SAVINGS CLAUSE AND AMENDING PROCEDURE

29.1 If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will be deemed valid except to the extent expressly invalidated by the court, and all other provisions will continue in full force and effect. The parties shall immediately meet to negotiate regarding the invalidated language unless it would be unlawful to do so or the language does not involve a mandatory subject of bargaining.

29.2 It is intended that this Agreement sets forth the complete understanding of the parties regarding the maters included herein.

29.3 During the term of this Agreement specifically listed benefits contained in the Agreement will not be changed except by mutual written agreement.

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29.4 Any agreement, alteration, understanding, waiver, or modification of any of the terms or provisions contained in this Agreement shall not be binding on the parties unless made and signed in writing by all of the parties to this agreement and, if required, approved and implemented the Board of Trustees.

ARTICLE 30 – WAIVER

30.1 The District and Association acknowledge the unlimited right and opportunity afforded during the negotiations to make demands and proposals with respect to any mandatory subject of bargaining pursuant to NRS Chapter 288 and decisions of the EMRB and that the understandings and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement, each voluntarily waive the right and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or other mandatory subject of bargaining not covered by this agreement, except as referred to in Article 30 – Savings Clause and Amending Procedure.

ARTICLE 31 – TERM OF AGREEMENT

31.1 The term of this Agreement shall be from July 1, 2015 to June 30, 2017.

31.2 The Agreement continues in force and effect during periods when the Agreement is being renegotiated in good faith by both parties pursuant to NRS 288.180(1).

31.3 This agreement shall be automatically reopened for negotiation of economic items in the event the revenues to the District's General Fund useable in the year received decline from the total revenues received by the District's General Fund for the previous fiscal year, (audited), by 5% or if the unreserved ending fund balance in the District's General Fund has been budgeted for less than 4% of the actual expenditures from the General fund for the previous fiscal year pursuant to NAC 354.650(1), and the District has fully complied with the provisions of NAC 354.650(1). The parties agree the above procedures constitutes compliance with NRS 288.150(2)(w).

District

By: _____ Date: _____
Anna Penola, Board President

District

By: _____ Date: _____
Jim Squibb, Superintendent

Association

By: Sharon Tremayne
Sharon Tremayne, President

Date: 6-10-15

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Appendix A – Day/Hours Conversion

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Appendix A
Lander County School District
Hours Conversion Chart

Non-Supervisory Personnel

Job Category	Work Days	Work Hours	Vacation	Sick Leave	Total Days	Total Hours
School Secretary	220 days	1540	30 days/210 hrs.	15 days/112.5 hrs.	250	1750
Maintenance	240 days 235 days 230 days	1920 1880 1840	1-5 yrs. = 10 days/80 hrs. 6-10 yrs. = 15 days/120 hrs. 11+ yrs. = 20 days/160 hrs.	15 days/112.5 hrs.	250	2000
Custodian	199 days 194 days 189 days	1791 1746 1701	1-5 yrs. = 10 days/80 hrs. 6-10 yrs. = 15 days/120 hrs. 11+ yrs. = 20 days/160 hrs.	15 days/112.5 hrs.	209	1871 1866 1861
Full Time Teacher Aide	146 days	1274	0	15 days/112.5 hrs.	146	1274
Bus Driver	144 days	576	0	0	144	576
High School Attendance Officer	220 days	1540	30 days/210 hrs.	15 days/112.5 hrs.	250	1750
Food Service Worker	149 days	472	0	0	149	472

Supervisory Personnel

Job Category	Work Days	Work Hours	Vacation	Sick Leave	Total Days	Total Hours
Head Custodian	240 days 235 days 230 days	1920 1880 1840	1-5 yrs. = 10 days/80 hrs. 6-10 yrs. = 15 days/120 hrs. 11+ yrs. = 20 days/160 hrs.	15 days/112.5 hrs.	250	2000

***Workday column is used for hour conversion and calculation and does not necessarily relate to actual work days

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Appendix B – Dues Deduction Form

NCSEAPWA/AFT Local 6181, AFL-CIO

Membership Application/Payroll Deduction Authorization

Name _____ _____ _____
Last First Middle

Address _____ _____ _____
Street / PO Box City State Zip

Home Phone _____ Work Phone _____ Date of Birth _____ SSS _____-_____-_____

E-mail Address _____ Employer _____ Chapter _____

Job Title _____ Work Site _____ # of Months Worked Per Year ____ Amount of Dues _____ Hours Per Day _____

I authorize my employer to deduct from my pay the amount of dues as my charges in the amount certified by the NCSEAPWA/AFT, Local 6181 (NCSEAPWA) and to submit that amount to the NCSEAPWA. This authorization shall be effective the pay period following receipt in the payroll department of my employer. This authorization will remain in effect until I have filed proper notice revoking this authorization to the NCSEAPWA and my employer. I agree to be sure to another of the NCSEAPWA. I agree to abide by the By-Laws and Constitution of the NCSEAPWA.

Signature _____

_____ _____ _____
Signature Date

The Nevada Classified Payroll Employees and Public Workers Association Committee On Political Education (NCSEAPWA/CIPE) collects voluntary contributions from members and uses them to support political candidates. Making a contribution is not a condition of membership, and members have a right to refuse to contribute without suffering any reprisal or loss of membership status, rights or benefits.

You may decide to contribute a dollar (50) per month to NCSEAPWA/CIPE by initialing below.

"I decide to contribute to NCSEAPWA/CIPE and I understand this will not in any way affect my membership status or rights."

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Appendix C – Salary Schedules and Placement

Classified Salary Schedule
Lander County School District
July 1, 2015 thru June 30, 2017
(Non-Grandfathered Employees)
NOTE: Deletion of Attendance Officer Column

	250 days, 7 hours School Site Secretary/Administrative Assistant		~~250 days, 7 hours Attendance Officer BM High School~~		182 days, 7 hours 9 mo. Instructional/ Library Aide/ Paraprofessional		209 days, 8 hours Custodian		250 days, 8 hours Head Custodian		250 days, 8 hours Maintenance	
Step	Hourly	Annual	~~Hourly~~	~~Annual~~	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
1	17.07	29,875	~~16.22~~	~~28,390~~	14.16	18,044	13.19	22,047	19.19	38,383	18.62	37,237
2	17.92	31,368	~~17.06~~	~~29,849~~	14.86	18,930	13.79	23,060	20.05	40,098	19.42	38,848
3	18.80	32,903	~~17.88~~	~~31,291~~	15.56	19,828	14.41	24,090	20.93	41,864	20.25	40,508
4	19.69	34,464	~~18.72~~	~~32,752~~	16.29	20,751	15.03	25,137	21.83	43,662	21.10	42,201
5	20.60	36,043	~~19.58~~	~~34,266~~	17.01	21,675	15.67	26,201	22.79	45,572	21.98	43,956
6	21.11	36,951	~~20.23~~	~~35,401~~	17.46	22,240	16.05	26,835	23.14	46,273	22.39	44,772
7	21.63	37,857	~~20.88~~	~~36,537~~	17.91	22,815	16.58	27,716	23.52	47,030	22.79	45,580
8	21.93	38,383	~~21.25~~	~~37,186~~	18.17	23,147	16.85	28,178	23.73	47,452	23.10	46,193
9	22.48	39,345	~~21.94~~	~~38,393~~	18.65	23,756	17.26	28,860	24.15	48,292	23.40	46,807
10	22.98	40,222	~~23.25~~	~~40,683~~	19.18	24,431	17.81	29,776	24.58	49,157	23.90	47,809
11	23.53	41,184	~~23.95~~	~~41,909~~	19.44	24,764	18.22	30,458	25.00	50,001	24.35	48,698
12	24.08	42,147	~~24.64~~	~~43,116~~	19.70	25,098	18.63	31,143	25.42	50,846	24.79	49,584
13	24.38	42,669	~~25.01~~	~~43,765~~	19.96	25,434	18.90	31,606	25.63	51,268	25.10	50,198
14	24.94	43,639	~~25.70~~	~~44,973~~	20.23	25,767	19.18	32,063	25.85	51,691	25.41	50,812
15	25.44	44,526	~~26.33~~	~~46,072~~	20.62	26,270	19.58	32,742	26.29	52,576	25.92	51,838
20	26.30	46,021	~~27.40~~	~~47,947~~	21.88	27,874	20.85	34,860	27.16	54,312	26.83	53,651
25	27.49	48,105	~~28.89~~	~~50,561~~	22.91	29,181	22.90	38,284	28.46	56,913	28.10	56,201

Regular Route Bus Drivers	
Year/	Hourly
1-2	14.75
3-4	16.13
5-6	17.41
7-8	18.13
Sub	14.75

Food Service Worker	
Year/	Hourly
1-2	12.18
3-4	13.28
5-6	14.17
7-8	14.60
9-10	14.94
Sub	8.25

29 A

Appendix D – Grievance Form

APPENDIX D

GRIEVANCE TIMETABLE WORKSHEET
(Number of days throughout table excludes Saturdays, Sundays, and legal holidays.)

GRIEVANCE Level	ACTIVITY	DAYS	Date
Level I	Meet and discuss w immediate supervisor	Within 20 days of alleged violation	
Level I	Submit written notice of alleged violation to supervisor	Within 10 days of informal conference w immediate supervisor	
Level I	Written reply from immediate supervisor to employee or employee representative	Within 10 days of receipt of written notice of alleged violation	
Level II	Submit written notice to superintendent regarding alleged violation	Within 10 days of receipt of written level I notice of alleged violation	
Level II	Meet with superintendent to review Level I alleged violation	Within 20 days of receipt of written level I notice of alleged violation	
Level II	Written reply from superintendent to employee or employee representative	Within 10 days of receipt of written notice of alleged violation	
Level III	Submit written notice to superintendent requesting federal mediation (Mediation optional)	Within 10 days of receipt of written level II superintendent's written response	
Level III	Written reply from superintendent acknowledging request for federal mediation	Within 5 days of receipt of written request for mediation	
Level III	Mediation	Within 20 days	
Level IV	Submit written request for Arbitration	Within 10 days of receipt of written level II superintendent's written response	
Level IV	Joint selection of arbitrator	Within 10 days of receipt of written request for arbitration	

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Appendix E – LCSD Group Insurance Rates and Benefits Changes

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LANDER COUNTY SCHOOL DISTRICT

GROUP INSURANCE APPENDIX

Effective 10-1-2012

Health Insurance Premium
- 1 dependent-$500 per month
- 2 dependents-$600 per month
- 3+ dependents-$700 per month

Retiree Health Insurance Premium	$600 per month
Retiree Health Insurance Premium With Medicare	$450 per month

Co-insurance for NPPO from is 60%

Mail order RX co-pay 90 day supply.....$25 generic/$65 brand formulary/$80 brand non formulary

Retail RX co-pay.....$15generic/$50 brand formulary/$65 brand non formulary

Dental coverage:
$1750 per year/$200 deductible

Term life:
for employees $20,000/Retirees $5000

$1000 deductible per participant per calendar year for medical coverage Each participant will receive deductible for dependents excluding spouse or "significant other". Each participant will receive 3 doctor visits at co-pay only which are not part of the 80/20 deductible.

PPO coinsurance 80% (district) 20% (participant) up to $5000 in allowable charges per calendar year. Total out-of-pocket per participant is $2000($1000 of allowable charges and $1000 deductible).

Participant co-payments not subject to deductible or out-of-pocket expenses.

Diagnostic services	$25/per procedure
Emergency Room	$50/per visit does not apply if admitted to the hospital
Hospital Admission	$125/per admission

Outpatient basic charges subject to "basic surgical charges" (deductible and 80/20 copay)