NEGOTIATED AGREEMENT

BETWEEN

THE LINCOLN COUNTY SCHOOL DISTRICT

AND

THE LINCOLN COUNTY
DISTRICT SUPERVISORY ASSOCIATION

MASTER CONTRACT

2012 - 2014

TABLE OF CONTENTS

ARTICLE	SUBJECT	
	Preamble	3
I	Recognition	4
II	Definitions	4
III	Grievance Procedure	6
IV	Association Rights	9
V	Travel Requests and Reimbursement	10
VI	Employment of Employees	11
VII	Annual Leave	12
VIII	Leaves	12
IX	Group Insurance	15
X	Protection for Employees	16
XI	Corrective Discipline & Termination	16
XII	Safety and Health	19
XIII	Employee Personnel Files	20
XIV	Employee Evaluation and Supervision	21
XV	Nondiscrimination	21
XVI	Retirement	21
XVII	Dues Deduction	21
XVIII	Transfer	22
XIX	Reduction in Force	23
XX	Compensation	24
XXI	Hours and Working Conditions	26
XXII	Successorship Clause	26
XXIII	General Savings Clause	27
XXIV	Term of Agreement	27
Appendix A	Salary Matrix	

PREAMBLE

This agreement is made and entered into by and between the LINCOLN COUNTY SCHOOL DISTRICT and the NEVADA CLASSIFIED SCHOOL EMPLOYEES ASSOCIATION, AMERICAN FEDERATION of TEACHERS LOCAL 6181, AFL-CIO, and its LINCOLN COUNTY DISTRICT SUPERVISORY ASSOCIATION, CHAPTER 14.

It is mutually agreed the ultimate responsibility for establishing reasonable rules rests with the Board of Trustees of Lincoln County School District. Those rules established during the term of the Agreement shall not be inconsistent with this Agreement. The Association agrees to do its utmost to see that its members perform their respective duties loyally and continuously under the terms of the Agreement and reasonable policies established by the School Trustees. The Association will use its best endeavors to protect the interests of the Lincoln County School District, its employees and the Association, conserve property, protect the interests of the public, and give service of the highest quality.

Members of the LINCOLN COUNTY DISTRICT SUPERVISORY ASSOCIATION in the School District have the right to join, or not to join, any organization for their professional or economic improvements.

NOW, THEREFORE, IT IS AGREED:

ARTICLE I

RECOGNITION

1-1 The District recognizes the Nevada Classified School Employees Association, American Federation of Teachers Local 6181, AFL-CIO, as the exclusive representative of all classified supervisory employees employed by the District .

1-2 Unit Description

This agreement will apply to the district classified supervisory unit, including maintenance director, food service director, transportation director, business/financial manager, information technologist, and all district office secretarial staff. Confidential employees as defined by NRS 288.170 (4)(6) are excluded from the bargaining unit.

ARTICLE II

DEFINITIONS

2-1 The term "employee" as used in the Agreement means an employee who is a member of the bargaining unit represented by the NCSEA-AFT as defined by NRS 288.028, and is eligible for membership in the Association and who holds a position listed on the Supervisory Salary Schedule.

2-2 The term "association" as used in this Agreement shall mean the NCSEA-AFT and is the entity known as the Employee Organization as defined in NRS 288.040.

2-3 The term "school trustees" as used in this Agreement shall mean the Board of School Trustees of the Lincoln County School District and is the entity as defined in NRS 288.060.

2-4 The term "school trustee" and "association" as used in this Agreement shall include authorized officers, representatives and agents. Despite references herein to "school trustee" and "association" as such, each reserves the right to act hereunder by committees or by designated representatives.

2-5

The term "school district" as used in this Agreement shall mean the Lincoln County School District.

2-6 The term "superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Lincoln County School District or his/her designated representative.

2-7 The term "contracted school year" as used in this Agreement shall mean the period of time between the first contracted day in the fall to the last day in the spring for nine (9) month employees and the period of time two (2) weeks before the first contracted day in the fall and two (2) weeks after the last contracted day in the spring for ten (10) month employees and from July 1 to June 30 for twelve (12) month employees.

2-8 The term "Immediate Family" as used in this Agreement shall mean mother, father, husband, wife, son, daughter, brother, sister, aunt, uncle, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-parents, step-children, half-brother, half-sister, grandchildren, grandparents, or any relative living in the immediate household of the employee.

2-9 The term "board" as used in this Agreement means the Local Government Employee-Management Relations Board as defined in NRS 288.030.

2-10 The term "Agreement" shall refer to the name of this document which is the Collective Bargaining Agreement between the parties.

2-11 The term "consultant" as used in the Agreement shall mean any person requested by either the association or the school trustees to provide assistance in the negotiations process.

2-12 The term "contract days" as used in the Agreement shall mean employee employment days.

2-13 The term "work year" as used in this Agreement refers to a variable period of time. The work year for employees covered by this Agreement will vary based upon job classification and assignment. The work year may be nine (9) months, ten (10) months, eleven (11) months or twelve (12) months in length. Employee compensation and benefits provided for under this Agreement are to be accrued based upon the employee's work assignment, which are the actual days or hours of employment only. The minimum number of work days in a work assignment shall be one hundred eighty (180) days for nine (9) month employees, two hundred (200) days for ten (10) month employees, two hundred twenty (220) days for eleven (11) month employees and two hundred sixty (260) days for twelve (12) month employees, which includes paid district recognized holidays.

ARTICLE III

GRIEVANCE PROCEDURE

3-1 A "grievance" is a disagreement between an individual, or the Association, hereinafter "grievant", and the District concerning interpretation, application or enforcement of the express terms of this agreement.

3-2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the problems which may from time to time arise. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

3-3 Time Limits

If a grievance is not timely filed or moved to the next step in writing it is waived. For the purposes of this Article a "working day" is defined as any calendar day that the School District offices are open for business.

3-4 Step One-Superintendent

Any grievance may first be discussed with the aggrieved party's immediate supervisor, with the objective of resolving the matter informally. A grievant must file a written grievance with the Superintendent within ten (10) working days of knowledge of the occurrence which is the basis of the grievance and must include the contract provision(s) at issue and remedy sought. The Superintendent or designee shall respond to the grievance in writing within ten (10) working days of receipt of the grievance.

Step Two-Grievance Mediation

If the aggrieved party is not satisfied with the disposition of the grievance in Step One, then the aggrieved party may present the grievance to mediation in writing within five (5) working days after receiving the Superintendent's written response in Step One.

Procedures for Grievance Mediation:

1. The Superintendent must respond to a written grievance request for mediation within five (5) working days.
2. The mediator will be obtained from the Federal Mediation and Conciliation Service.
3. Both parties agree to comply with the rules and procedures of the Federal Mediation and Conciliation Service.
4. The mediator shall confer with the Superintendent or designee and the Organization, and hold a hearing within thirty (30) days or less.
5. If no solution is reached to the satisfaction of both parties, the grievance and all information in Step One shall be moved to Step Three.

Step Three-Arbitration

Within ten (10) working days after the mediation hearing where no solution is reached, the Association may request in writing that the grievance be submitted to arbitration.

Within ten (10) days after written notice of submission to arbitration, parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators, one of whom shall be selected as arbitrator. Such selection shall be accomplished within ten (10) days by the parties each striking one (1) name from the list in turn until only one (1) name remains. The party requesting arbitration shall strike the first name.

The arbitrator's decision shall be submitted in writing to the District and to the Association only, and shall set forth findings of fact, and reasons for said decision on the issue(s) submitted. The arbitrator's decision shall be final and binding upon all parties and shall be consistent with the law and with the terms of this Agreement. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

The costs of the services of the arbitrator and the cost of the hearing, if any, shall be borne equally by the parties. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator.

3-5 Individual Rights

Nothing contained in this article shall preclude an employee or the Association, with or without representation, from bringing a problem through the chain of command to the Trustees on an informal and oral basis.

3-6 Rights to Representation

At least one Association representative shall be present for any meeting, hearing, appeal or other proceeding relating to a grievance which has been presented under this article.
If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance even though there is no individual aggrieved person who wishes to do so. Such grievances will commence at Step One.

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

3-7 Miscellaneous

1. If a District employee is called as a witness during working hours, they will not suffer any loss of pay.
2. No reprisals of any kind shall be taken by either party against any party in interest, District representative or any other participant in the grievance procedure by reason of such participation.
3. Any party in interest may be represented at any level of the formal grievance procedure by a person of his/her choosing.
4. Decisions rendered at all levels of the formal grievance procedure shall be in writing and shall set forth the decisions and reasons therefore.
5. All documents, communications and records dealing with the processing of grievances shall be filed separately from the personnel files of the participants.
6. Forms for filing and processing grievances shall be agreed to by the parties and distributed by the Association. A grievance may also be presented in letter form.
7. A grievance may be withdrawn at any level by the aggrieved without prejudice.
8. The remedy available for any alleged breach of this Agreement or any alleged violation of rights hereunder granted shall be pursuant to the foregoing grievance procedure, provided however, that nothing contained herein shall deprive any party of any legal right.
9. Any and all time limitations as set forth in this section may be extended by written agreement of the parties.
10. The District and the Association will cooperate in the investigation of any grievance and further agree to furnish information which is pertinent for the processing of the stated grievance.

ARTICLE IV

ASSOCIATION RIGHTS

4-1 The school trustees hereby agree that every supervisory employee of the school district shall have the right to freely join the Association and shall not in any manner interfere or discourage nor allow any of its employees to interfere with such activity.

4-2 School trustees will not discharge, dismiss, or discriminate against any employee by reason of his membership in the Association or his participation in any grievance.

4-3 The Association, along with other employee Associations, shall be allowed time for meetings after the completion of the first general session of all employees at the beginning of each school year.

4-4 The Association agrees that all of its activities will be conducted so as not to interfere with any employees' regular duties and obligations. This will not be construed so as to prevent employees from participating in the fact finding process of the Local Government Employee-Management Relations Act.

4-5 The Association shall have the right to place, in a reasonable manner, appropriately identified notices, circulars and other materials on school faculty bulletin boards and in the employees' mail boxes.

4-6 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, scheduling such with the principals of the school, provided that this shall not interfere with or interrupt normal school operations.

4-7 The Association will not send notices home with students and will not discuss Association business with students.

4-8 The Association shall have the privilege of using school facilities and equipment including computers, typewriters, and other duplication equipment, calculating machines and audiovisual equipment at reasonable times, providing this shall not interfere with normal school use and used for purposes other than partisan politics. Materials and labor shall be supplied at association expense.

4-9 Deduction of Association dues shall be made on a monthly basis for each month or partial month worked and forwarded to the NCSEA state office.

4-10 Duly authorized representatives of the Association and the organizations with which the Association is affiliated, not employed by the Lincoln County School

District, shall be permitted to discuss matters pertaining to Association business during school hours so long as it does not interfere with the duties of employees. Prior to meeting with employees during working hours duly authorized representatives will check in with the Superintendent.

4-11 Upon a five (5) day written notification from the Association President to the Superintendent of the Lincoln County School District, a total of ten (10) days with pay inclusive, may be granted Association members each year for the purposes of attending Association meetings, conferences, delegate assemblies and conventions. Additional increases in the number of days may be granted with the approval of the Superintendent.

ARTICLE V
TRAVEL REQUESTS AND REIMBURSEMENT

5-1 The District shall reimburse any employee for travel required for school business at the standard district formula.

5-2 Employees may visit other schools or special meetings and workshops with release time and/or travel expenses paid if requested by the Superintendent to attend for a purpose deemed beneficial to the District.

5-3 In the event estimated expenses for the above exceed $1000, approval of the Superintendent must be given prior to visitation.

ARTICLE VI
EMPLOYMENT OF EMPLOYEES

6-1 All vacancies which occur in the District in existing or new permanent employee positions during the school year will be posted within the District prior to advertising outside of the District and prior to the selection of a person to fill the vacancy.

Vacancies will be posted for five (5) days at each work site. During the summer months, all vacancies will be posted at a designated work site for each geographic area of the District. The posted notice will have the required skill, knowledge and experience required for each position. Applications from currently employed supervisory employees will be accepted and given consideration with new applications for transfer or promotions into positions for which they are qualified and have previous work experience.

6-2 It is agreed Supervisors should have the opportunity whenever possible to participate in the interview process of prospective employees who may be under their jurisdiction.

6-3 Any incident or parent complaint that results in a disciplinary action, direction for change or a negative evaluation will be called to the employee's attention, in writing, within ten (10) working days after the site administrator and/or the Superintendent has been notified of the incident. No employee should be reprimanded or disciplined publicly unless he asks for a public hearing.

6-4 Association members at each school site will be represented in the formation of any school improvement plan for that site. These individuals shall point out any proposed provisions which might alter, modify, violate or supersede this Agreement.

6-5 Employees who wish to attend District provided professional development training sessions may do so with the prior approval of the Superintendent.

ARTICLE VII
ANNUAL LEAVE

7-1 Fringe benefits include two (2) weeks annual vacation for twelve (12) month employees and regular school vacations for employees on a school year basis. After ten (10) years service, twelve (12) month employees will be entitled to three (3) weeks paid vacation.

7-2 Full time employees who are contracted on a twelve (12) month basis may accumulate unused leave at a rate not to exceed fifteen (15) days per year to a maximum of forty five (45) days. Any leave in excess of forty five (45) days shall be considered null and void at the end of the contract year.

7-3 Vacation days must be approved by the Superintendent a minimum of forty eight (48) hours prior to being taken. Approval will not be unduly withheld.

ARTICLE VIII
LEAVES

Sick Leave and Disability Benefits

8-1 Nine (9) and ten (10) month employees shall be credited with fifteen (15) days of sick leave at the beginning of each school year. Twelve (12) month employees shall be credited with eighteen (18) days of sick leave at the beginning of each school year. Unused sick leave shall accumulate without limit. Employees who begin service later in the school year will be credited with a prorated number of days of sick leave for the balance of the school year on a basis of one and one-half (1 ½) days of sick leave for each school month of service to be performed during that year. Employees who leave the district prior to the end of the school year shall only be given their prorated share of sick leave predicated on a basis of one and one-half (1 ½) days per month worked.

8-2 An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for twelve (12) weeks as provided in the federal Family Medical Leave Act. This leave may be renewed each year by the school trustees upon written request of the employee.

8-3 Leave with pay, within the limits of the sick leave policy, for elective surgery shall be allowed provided the attending physician certifies the elective surgery

should not be postponed. Verification from the attending physician may be required. Twelve (12) month employees are exempt from the verification provision.

8-4 Employees shall be granted up to seven (7) consecutive days, with pay to be deducted from sick leave to attend the funeral of a member of the immediate family. Request for extension of this leave shall be directed to the Superintendent and approved by the Board of Trustees.

8-5 Employees may be granted a leave of absence with pay to be deducted from sick leave, from one to ten (1 to 10) days, to any employee unavoidably absent because of serious illness or serious accident within the immediate family.

8-6 Employees leaving the employment of the District shall be paid twenty-three percent (23%) of the employee's daily wage for each day of unused sick leave up to two hundred fifty (250) days providing they have fifteen (15) consecutive years of contracted employment (Employees hired before the year 2000 must have ten (10) consecutive years of contracted employment.) with the District and have not been terminated. Supervisory employees who leave district employment prior to the end of the contract year shall only be granted their prorated share of sick leave based on the number of months worked.

Community Service and Unforeseen Circumstances

8-7 Leave of absence for participation in civic or community activities.

Leave of absence not to exceed five (5) days in any school year may be granted by the Superintendent upon written application in advance for participating in civic or community activities.

8-8 Military Leave

Employees who must serve under involuntary order in military programs shall have no loss of salary from the District for participation in such programs for up to fifteen (15) days per school year.

8-9 Professional Leave

With the approval of the Superintendent and the Board of Trustees, leave will be granted for the purpose of attending professional meetings, conventions, conferences and assemblies with no deduction from salary if it is thought such attendance will render a service of value to the Lincoln County School District. At the discretion of the Board of Trustees, per diem and/or travel may be provided by the District. (Refer to Article V-3.)

Personal Leave

8-10 At the beginning of each year, each nine (9) month employee will be credited with two (2) personal days off, each ten (10) month employee will be credited with three (3.5) personal days off and each twelve (12) month employee will be credited with four (4.5) personal days off. Unused personal days will be allowed to accumulate up to eight (8) days. Employees who leave the district prior to the end of the school year shall only be given their prorated share of personal leave predicated on a basis of one and one-half (1 ½) days per month worked.

8-11 Personal leave shall be granted to employees without limitation as to the purpose for the first two (2) days. If employees are entitled to any accumulated personal days, an explanation must be made in writing to the Superintendent as to the purpose and shall be granted at his discretion. Such leave shall not be unreasonably denied.

8-12 Personal days shall not be taken the day prior to or the day immediately following any vacation period or holiday except in the case of an emergency or by permission of the Superintendent.

8-13 Employees wishing to use personal leave shall notify the Superintendent of the intended use of a day's personal leave at least forty eight (48) hours prior to the date to be used except in cases of emergencies. In the latter case, notice should be given as early as possible.

Jury Duty Leave

8-14 Leave shall be granted, with no deduction in pay, for any employee required to be absent from assigned duties by reason of his or her appearance as a witness or juror in a court of law. Leave in this category shall be limited to those instances in which the employee's attendance is compelled by a duly issued subpoena or court summons. Any pay for jury duty will be reimbursed to the District.

Sick Leave Bank

8-15 A. Employees covered by this agreement may become members of the sick leave bank by voluntarily contributing one sick leave day per year for the establishment and operation of the bank. This bank is to assist employees who have long-term illness or disabilities and who have exhausted their sick leave accumulation.

B. Only individuals who have contributed to the bank are eligible for benefits.

C. Application for benefits from the sick leave bank shall be made to the Sick Leave Bank Committee. The Committee shall be made up of two members appointed by the Teachers' Association President, one member appointed by any other bargaining unit recognized by the Lincoln County Board of Trustees, and one member appointed by the Board of Trustees.

D. At the beginning of each school year there will be a nine (9) week open enrollment period. In addition, any new hire may join within nine (9) weeks of employment. Eligible staff must notify the school district in writing of their desire to participate in the bank.

E. Enrollment in the bank shall continue automatically from year to year with one assessed day per member, per year, unless notice of withdrawal is given in writing to the District during the enrollment period. Withdrawal will not result in reinstatement of the time contributed to the bank.

F. The bank shall assess one day per member, per year, until an accumulation of seven hundred fifty (750) days is reached. When the number of days in the bank falls below three hundred (300), the Committee will reinstate the yearly assessment.

G. The maximum anyone can contribute to the sick leave bank at any one time is one (1) sick leave day.

H. All requests must be made in writing to the District office on the sick bank form. When a form is submitted, the Committee will meet to grant, deny or modify the request.

ARTICLE IX

GROUP INSURANCE

9-1 The District agrees to offer group health and accident insurance to all employees and their dependents.

9-2 The District shall pay 100% of the individual group health and accident insurance for all employees who wish to participate for the full twelve month period commencing September 1 and ending August 31.

9-3 The District shall pay 100% of the group term life insurance for all employees who wish to participate for the full twelve month period commencing September 1 and ending August 31.

9-4 All members of the bargaining unit, at the employee's option, may be provided insurance within the terms and conditions of the Lincoln County School District's group insurance plan.

9-5 Employees may purchase dependent health and accident insurance coverage at no cost to the District.

9-6 The Association agrees to work with all other employee groups which have been recognized by the Lincoln County Board of Trustees. All groups will come to agreement on issues that relate to employee insurance benefits.

ARTICLE X
PROTECTION FOR EMPLOYEES

10-1 The Board of Trustees will provide liability insurance protection for any employee who is acting within the limits of his/her responsibilities.

10-2 An employee may restrain a pupil when it is essential for self defense or for the protection of other persons or property.

10-3 This agreement shall not be interpreted as providing an all inclusive statement of the rights and privileges of the employee and the Board of Trustees.

ARTICLE XI
CORRECTIVE DISCIPLINE and TERMINATION

11-1 Corrective Discipline

Corrective and disciplinary action is designed to provide a fair and structured way for employees to improve their job performances and/or behaviors which do not meet the standards or demands of their position and to provide a system for fair and equitable treatment of all employees.

a. The District will, through a corrective discipline system, give employees an opportunity to improve their job performances and/or

behaviors which do not meet the standards or demands of their positions. The goal of the corrective discipline system is to correct or improve unsatisfactory performance/behavior, and the measures utilized will be commensurate with the deficiency to be corrected.

b. If disciplinary action is deemed necessary, the following steps will be taken:

    1. Verbal Warning/Reprimand—A verbal warning or reprimand is given to the employee for the first occurrence of a minor offense. A warning is administered by the employee's immediate supervisor.

    2. Written Reprimand--A written or formal warning is given to the employee in the first instance for more serious offenses or after repeated instances of minor offenses. The warning is administered by the employee's immediate supervisor. It states the nature of the offense and specifies any future disciplinary action which will be taken against the employee if the offense is repeated within a specified time limit. A copy of the written warning is placed in the employee's personal file, but it is destroyed twelve (12) months following the date on which it was given if the intervening service has been satisfactory. The employee is required to read and sign the formal warning. It shall be incumbent upon the employee to request files to be destroyed.

    3. Suspension Without Pay—If, despite previous warnings, an employee still fails to reach the required standards in the specified time frame, the employee may be suspended without pay. Under suspension, the employee is barred from working for a period of time, and his/her salary is docked accordingly. An employee may also be placed on suspension without pay pending discharge. A decision to suspend pending discharge is made based on the reasons for the discharge, and is generally utilized when the employee is suspected of gross misconduct, or when his/her continued presence during the investigation period would be a disruption to normal District business.

a. Dismissal—An employee who fails to correct unsatisfactory performance/behavior during previous steps in the progressive procedure will be terminated.

11-2 Termination

a. Probationary Employee Termination—If, during the probationary period of one (1) year, an employee's performance or conduct is not overall satisfactory or he/she fails to qualify medically for reasons that render such person unqualified for the position, the employee may be terminated. The probationary employee shall be evaluated three (3) times during the first year probationary period. The initial evaluation will be performed by the Superintendent not less than 30 days and no more than 90 days from the date of hire. The remainder of the evaluations shall be evenly spread during the remainder of the probation. Special care will be given to make sure the third evaluation will not occur during the last days of the probation in order to give the employee a chance to improve on any deficiencies.

Every probationary employee being terminated will be entitled to the following:

a. The employee will be notified in writing before the 15th day of April. This notification will include a written statement declaring, clearly and explicitly, the specific reason(s) for the termination of his/her services.

b. The employee may, within ten (10) days of the receipt of the statement of reasons, appeal the termination through the grievance procedure.

11-3 Post-Probationary Employee Termination

A post-probationary employee may be terminated or subject to disciplinary action if his/her performance or conduct is not overall satisfactory for the following reasons:

a. Immorality
b. Insubordination
c. Neglect of duty
d. Physical or mental incapacity
e. Conviction of a felony or crime involving moral turpitude
f. Inadequate performance
g. Dishonesty

In determining whether the professional performance of an employee is inadequate, consideration shall be given to the regular and special evaluation reports prepared in accordance with the District Policy.

11-4 Consideration Before Termination

Prior to termination an employee shall be given a warning and reasonable time to rectify the problem. This warning will include:

a. A precise definition of the problem in terms of professional deficiency.
b. A precise set of expectations delineating what level of performance constitute acceptable performance in the problem areas defined. A prescription for remediation which spells out courses of action and time expectations so the employee involved can reach an acceptable level of performance.
c. A prescription of assistance by the Superintendent which spells out courses of action and time lines whereby the employee will be assisted and counseled in improving the level of performance to an acceptable level.

According to the gravity of the offense, employee discipline short of termination may consist of an oral warning, written reprimand or suspension.

Any incident or situation that arises during the current school year that could possibly be cited as a reason for termination will be discussed promptly with the employee.

The District reserves the right, with agreement of the union, to place an employee on probation for a period not to exceed ninety (90) days in an effort to further evaluate and rehabilitate the employee.

11-5 Abandonment of Work

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

11-6 Just Cause

No employee shall be disciplined, suspended, dismissed or terminated without just cause.

ARTICLE XII
SAFETY and HEALTH

12-1 An employee, believing any working condition is unsafe, shall immediately notify his/her immediate supervisor. The employee has the right to refuse to expose himself/herself to immediate danger created by an unsafe working condition when such danger threatens substantial bodily harm. The employee having given notice of the condition to his/her immediate supervisor shall be subject to assignment to another duty while the condition is being investigated and/or corrected. It is the responsibility of the supervisor to determine if the condition is or may be unsafe. If such determination is made, the

employee shall be assigned to another duty or another location while the condition is being corrected.

12-2 Should the supervisor conclude that the working condition is safe, and the employee insists to the contrary, the employee shall continue to work until the matter can be resolved between the District and the Association through the grievance procedure.

ARTICLE XIII
EMPLOYEE PERSONNEL FILES

13-1 A copy of each written report, comment or reprimand concerning an employee which the District places in the employee's personnel file shall be provided to that employee prior to placement in the personnel file. The employee shall sign the personnel file copy of the report, comment or reprimand as acknowledgment of receipt of a copy of the document.

Such signature shall not be construed as agreement to the contents of the document. Any negative document shall not remain in the personnel file for more than a period of two (2) years, as long as there is no reoccurrence of the same instance.

13-2 The Superintendent shall maintain, for official District purposes, one (1) personnel file and one (1) medical information file for each employee. These files shall be kept under conditions that insure their integrity and safe keeping.

13-3 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.

13-4 An employee shall be given a copy of all material prior to its being placed in the personnel file and shall date and sign the material prior to its placement in the file. The employee shall have the right to examine his/her personnel file. Anonymous materials shall not be placed in the file.

An employee shall have the right to contest placement of unsubstantiated and inappropriately placed materials in the personnel file through the grievance process. In addition, the employee may with a ten (10) day period submit a written response to any material placed in the personnel file. This written response shall then be attached to the appropriate file material and placed in the file.

13-5 In a specific personnel action no use may be made of any material which has not been properly placed in the official personnel file as directed in 13-4.

ARTICLE XIV
EMPLOYEE EVALUATION AND SUPERVISION

14-1 Employees will be evaluated according to the Lincoln County School District Regulations. The evaluation will be conducted, at a minimum, on a yearly basis with his/her immediate supervisor. The employee must sign the document to the effect he/she agrees with the evaluation. In the event he/she does not concur, he/she may indicate so, and is entitled to an appeal to the Superintendent or Board of Trustees, whichever is the next level of management.

14-2 No written periodic evaluation report or written reprimand concerning an employee will become a part of the employee's personnel file without the employee being presented a copy signed by both the employee and the evaluator thereof, and being given the opportunity to discuss the matter with the Superintendent.

14-3 The Association will be invited to provide input regarding the evaluation instrument adopted by the Lincoln County School District.

ARTICLE XV
NONDISCRIMINATION

15-1 The parties agree to comply with NRS 288.270 in its entirety with regards to nondiscrimination.

ARTICLE XVI
RETIREMENT

16-1 The District agrees to pay 100% of the employee's contribution to the State Retirement System.

ARTICLE XVII
DUES DEDUCTION

17-1 The District agrees to deduct dues from the salaries of the employees covered by this Agreement. Such deductions shall be made in accordance with the provisions of the dues authorization forms solely for those employees who have voluntarily executed such forms. These monies shall be transmitted promptly to the Nevada Classified School Employees Association.

17-2 The Association will certify to the District in writing the current rate of membership dues. The District will be notified of any change in the rate of membership dues thirty (30) days prior to the effective date of such change.

17-3 Deduction of Association dues may be requested by new members at any time during the school year.

ARTICLE XVIII
TRANSFER

18-1 The intent of this Article is to facilitate the transfer of employees when such transfers are necessary or requested.

18-2 Transfer is the movement from one job classification to another or the change of work locations. Assignment is defined as the job of an employee.

18-3 A voluntary transfer is initiated by the employee.

18-4 An involuntary transfer is initiated by the District.

18-5 Involuntary transfers may be initiated due to decline in enrollment, the closing of a school, or any other condition that would require reducing the number of employees assigned to a school, work location or job.

18-6 For purposes of involuntary transfers, seniority shall be based on the amount of working time spent in Lincoln County School District, as long as the employee meets the qualifications of the job. The employee at the work site with the least seniority in the job classification to be affected will be identified for involuntary transfer.

18-7 Employees shall not be transferred because of the transfer of an administrator or supervisor unless the transfer is voluntary and unless the transfer is to a vacant position.

18-8 No transfer shall be initiated or imposed for disciplinary reasons.

18-9 No reduction shall take place in the hourly rate of pay of an employee upon an involuntary transfer. Disciplinary actions may affect pay, but not reduce the hourly rate of pay. An employee involuntarily transferring into a position that is paid less than the employee's current hourly rate of pay will remain at the same rate of pay until the employee's new hourly rate of pay increases in their new position.

18-10 An employee may initiate a voluntary transfer request by contacting the appropriate administrator where the posted vacancy exists.

18-11 A request for voluntary transfer will be accepted and given consideration along with new qualifications and experience in that job classification.

18-12 In the event it is necessary to involuntarily transfer an employee the following procedure shall be used:

a. The employee with the least seniority with the Lincoln County School District will be transferred.
b. In the event there is no vacancy available, the provisions of Article 19, Reduction in Force will apply.

18-13 A temporary employee may be hired and assigned to any work location for up to thirty (30) days in response to temporary requirements for work.

18-14 An employee may be transferred to any work location for up to thirty (30) days in response to emergency conditions.

ARTICLE XIX
REDUCTION IN FORCE

19-1 The District retains the right to determine when a reduction in force or layoff is necessary, the number of individuals whose employment must be terminated, and the areas within which such reductions in force will occur. The District agrees to notify and consult with the Association prior to a RIF and will make available to the Association all relevant information upon request.

19-2 The District agrees to the following:

a. Employees who volunteer to leave from the area or areas affected by the reduction in force will be the first to be reduced in force. Early retirement will be encouraged and an incentive for retirement may be used.

b. Any additional reductions will be determined by the District's administration. They shall determine the area that will lose positions. A seniority system will be used in determining further reductions of personnel.

19-3 Seniority shall be based on the amount of working time spent in Lincoln County School District. Upon request, the District will provide the Association with an accurate seniority list. Before an employee is released due to reduction in staff, he/she shall be given an opportunity to transfer to another position in which he/she has seniority. The last employee hired will be the first released in the area affected. A seniority list will be made at each RIF of an employee showing seniority in the job classification affected.

19-4 In the event two (2) or more employees have the same seniority, their performance record and improvement of skills on the job will be evaluated by the Superintendent and used as a determiner of which employees remain.

19-5 Notification of a RIF will be given to the employee before April 1 of the current school year. In an emergency, RIF notification will be as soon as determination of a need for a RIF has been made by the District.

19-6 Released employees shall be placed on leave of absence with no obligation by the District to rehire after the expiration of one (1) year. Each employee placed on leave of absence as aforementioned shall be reinstated in reverse order to reduction for new positions opening for which the employee is qualified. The District shall notify employees placed on leave of absence of subsequent vacancies by mail to the last address registered by the employee with the District personnel office.

19-7 The employee must respond to the District office within ten (10) working days of their desire to be re-employed. If the District is not notified, that employee's name will be dropped from the seniority list.

19-8 Current or RIF'd employees will not be replaced by subcontract employees.

ARTICLE XX
COMPENSATION

20-1 The salary matrix for the 2012-14 contract years will reflect a three percent (3%) increase between steps 1 thru 15, and a six percent (6%) increase between steps 15 and 16, which is no change from the previous year.

20-2 The Superintendent has the option to place new hires based on experience up to Step 5 of the Salary Matrix Schedule (Appendix A).

20-3 The Board of Trustees will offer employees a retirement incentive of four percent (4%) per year for the final two (2) years of service. This benefit would be offered to all employees who successfully complete ten plus (10+) years of service with Lincoln County School District.

20-4 The Board of Trustees may purchase two (2) years retirement for employees who have successfully completed ten plus (10+) years of service with Lincoln County School District. No purchased year shall apply to any year beyond thirty (30) years.

20-5 Based on their contract year, employees will be given the option of receiving their monthly salary in nine (9), ten (10) or twelve (12) equal payments.

20-6 After percentage (%) increases are calculated, employees who previously received the ten dollars ($10) dental benefit will have two (2) options:

1. A one hundred twenty dollar ($120) increase to the employees yearly salary or:

2. A lump sum paid to the employee of one hundred twenty dollars ($120), issued once a year in November, referred to as "Negotiated Agreement B".

This benefit ends upon retirement or leaving employment with Lincoln County School District. An employee's window to change his/her "Negotiated Agreement" is to be reported to employees by the District each February.

20-7 Employees who earn sixteen (16) credits that have been taken from an accredited college, university or training program acceptable to the District, that are relevant to their job with the District, that enhance the employee's position, or that are required for a degree related to the employee's position, shall receive a four percent (4%) increase on the Salary Matrix Schedule (Appendix A). This 4% increase may be received up to a total of five times. These classes shall require the prior approval of the Superintendent or the board of Trustees.

20-8 Longevity pay will be paid to supervisory employees who have completed step 16 on the salary matrix. Longevity pay is eight hundred fifty dollars ($850) paid every six months ($1700 each year).

ARTICLE XXI

HOURS and WORKING CONDITIONS

21-1 Work hours shall conform to the school day or the needs of the buildings or jobs involved. The normal work week will be Monday through Friday. This work week may be adjusted by agreement between the Superintendent and employee.

21-2 Any employee not able to take a thirty (30) minute lunch period due to work load constraints will be given the option of a daily early release.

21-3 Employees shall have two (2) fifteen (15) minute breaks scheduled with their immediate supervisor's approval.

21-4 Overtime is any time that any employee works over forty (40) hours a week. Hours are to paid at one and one-half (1½) times the employee's hourly wage. Any extra-curricular assignments are excluded from this overtime provision.

21-5 Call back time is any time than any employee is called back to work by his supervisor and/or emergency personnel during the employee's non-working hours and shall be paid at the overtime rate of pay. Any employee who is exempt from overtime under the Fair Labor Standards Act is not entitled to overtime pursuant to this Article.

ARTICLE XXII
SUCCESSORSHIP CLAUSE

22-1 The District will not convey, transfer or cause to convey or transfer its operations to a new employer and/or charter school without first securing the agreement of the successor to assume the District's obligations under this agreement.

ARTICLE XXIII
GENERAL SAVINGS CLAUSE

23-1 It is not the intent of either party hereto to violate the laws of the State of Nevada or of the United States. The parties agree that in the event any provision of this agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they will enter into immediate negotiations thereon. The remainder of the agreement shall remain in full force and effect.

ARTICLE XXIV
TERM OF AGREEMENT

24-1 This Agreement shall become effective upon ratification of both parties on July 1, 2012, and shall remain in effect until June 30, 2014. During this contractual period, if either party gives written notice to the other in accordance with the provisions of NRS 288.180 for any item except salary, negotiations will commence in a timely manner.

24-2 In the event a successor agreement is not executed before the termination date of this Agreement as stipulated in 24-1 above, the District will continue to honor any benefits that may have accrued prior to the termination date of the Agreement until such time a successor agreement is ratified by both parties.

In witness thereof, the parties have thereunto set their hands this

9th day of **May, 2013**

Lincoln County Board of School Trustees

Wade Poulsen

President

Lincoln County District Supervisory Association

Debra Bradfield

President