AGREEMENT

BETWEEN THE

**WASHOE COUNTY SCHOOL DISTRICT**

**AND THE**

**WASHOE COUNTY SCHOOL POLICE OFFICER'S ASSOCIATION**

2013-2014

Washoe County School District

**EFFECTIVE JULY 1, 2013**

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## ARTICLE I
## AGREEMENT

1.1 This agreement is entered into at Reno, Nevada, this first day of July 2013 between the Board of Trustees of the Washoe County School District (hereinafter referred to as the Board) and Washoe County School Police Officer's Association (hereinafter referred to as the Association). (2011)

## ARTICLE 2
## PREAMBLE

2.1 WHEREAS, the parties recognize that the Board of Trustees is charged by law with the duty and responsibility of operating a public school system; AND WHEREAS, wages, hours, and other terms and conditions of employment of school district police officers, detectives and sergeants are matters of mutual concern to the Board of Trustees and the Association. (2003)

2.2 THEREFORE, it is the intent and purpose of this Agreement to assure sound and mutual beneficial economic and employment relations between the parties hereto; to attempt to provide an orderly and peaceful means of conducting negotiations and resolving any misunderstandings or grievances; and to set forth here in article form the agreements between the parties covering wages, hours, and other terms and conditions of employment as provided in Nevada Revised Statutes Chapter 288.

## ARTICLE 3
## DEFINITIONS

3.1 DEFINITION OF TERMS

3.1.1 The term "NRS 288" as used in the Agreement shall refer to Chapter 288 of the Nevada Revised Statutes, also known as the Local Government Employee-Management Relations Act.

3.1.2 The term "employee", as used in this Agreement, means person working in the following titles: School Police Officer, Detective or Sergeant, which is not a temporary position and is regularly scheduled to work at least four (4) hours per day or twenty (20) hours per week. Employees are covered by this agreement unless otherwise noted in the agreement. (2007)

3.1.2.1 A probationary employee is an employee who has not completed twelve (12) months of continuous paid employment with the District in his/her current classification. (2003)

3.1.2.2 A post-probationary employee is an employee who has completed twelve (12) months of continuous paid employment with the District and successfully completed an appropriate FTO orientation program. (2003)

3.1.2.3 A temporary employee is an employee who is hired on a temporary basis, for completion of a special project or task, an emergency, or for abnormal workloads. Temporary employees are not included in the bargaining unit.

3.1.3 The term "School Trustees" as used in this Agreement shall mean the Trustees of the Washoe County School District.

3.1.4 The term "Association" as used in the Agreement shall mean the Washoe County School Police Officer's Association.

3.1.5 The term "District" as used in the Agreement shall mean the Washoe County School District.

3.1.6 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the Washoe County School District or his/her designated representative.

3.1.7 The term "School Trustee" and "Association" shall include authorized officers, representatives, and agents.

3.1.10 The term "days" as used in this Agreement shall mean working days, not calendar days.

3.1.11 The term "year" as used in this Agreement shall mean fiscal year (July 1 through June 30), not calendar year (January 1 through December 31).

3.1.12 The Term "immediate family" as used in this Agreement, means: mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step parents, half brother, half sister, grandchildren, grandparents, aunts and uncles, and any person living in the immediate household of the employee.

## ARTICLE 4
## RECOGNITION AND DESCRIPTION OF BARGAINING UNITS

4.1 RECOGNITION

4.1.1 In accordance with the provisions of Chapter 288 of the Nevada Revised Statutes, the Washoe County School Police Officer's Association has submitted to the Board of Trustees of the Washoe County School District, (1) a copy of its constitution and by-laws; (2) a roster of its officers and representatives; (3) a pledge in writing not to strike against the local government employer under any circumstances; and (4) a verified membership list showing that it represents a majority of the employees eligible in the described bargaining unit.

4.1.2 Therefore pursuant to and for the purposes of Chapter 288 of the Nevada Revised Statutes the Board of Trustees recognizes the Association as the exclusive bargaining agent to negotiate wages, hours, and other terms and conditions of employment for the employees in the bargaining unit.

4.1.3 This article shall continue and remain in full force and effect unless recognition is withdrawn as provided for in NRS 288.160. (2003)

4.2 CLASSIFICATIONS IN THE BARGAINING UNIT

4.2.1 School Police Officer

4.2.2 Sergeant (2007)

Effective July 1, 2007, the Detective I and II classification will be removed from the bargaining unit. The employees who are currently in the Detective I and II classifications will be grandfathered into these classifications, and will remain in the classification until such time as they may cease to work in such classification for any reason. (2007)

4.3 NEW CLASSIFICATIONS

4.3.1 The District shall meet and confer with the Association as to the appropriateness of inclusion in the bargaining unit of any new classification(s) added to the salary schedules during the term of this agreement in accordance with NRS 288.170. All appointments to new classification(s) shall be competitive and open to all qualified, current Washoe School District Police Department employees. (2003)

4.4 PROMOTIONS

4.4.1 All qualified Washoe County School Police Department employees shall be provided an opportunity to apply and compete for any vacant or new promotional classifications. (2007)

## ARTICLE 5
## NON-DISCRIMINATION

5.1 The District will not interfere with or discriminate with respect to any term or condition of employment against any employee covered by this Agreement because of membership in or activity as provided for in this Agreement on behalf of the members of this bargaining unit, nor will the District encourage membership in another employee organization.

The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint, or coercion.

The provisions of this Agreement shall be applied equally to all employees in the negotiating unit, without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Association shall share equally with the District the responsibility for applying this provision of the Agreement. (2003)

## ARTICLE 6
## NO STRIKE – NO LOCKOUT AGREEMENT

6.1 The Association recognizes the public policy as expressed in NRS 288.230 in which the Nevada Legislature declared:

6.1.1 That the services provided by the School District as an employer are of such nature that they are not and cannot be duplicated from other sources and are essential to the health, safety, and welfare of the people;

6.1.2 That the continuity of such services is likewise essential, and their disruption incompatible with the responsibility to the people; and

6.1.3 It is the public policy of the State of Nevada that a strike against the School District as a local government employer is illegal.

6.2 The Association agrees to act and conduct its affairs in accordance with this policy. The Association, its officers and agents agree further that they shall not support any strike against the Washoe County School District nor shall they engage in or support any action to impair the rendering of such essential services by the District.

6.3 The District will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association. (2003)

## ARTICLE 7
## GRIEVANCE PROCEDURE

7.1 GRIEVANCE PROCEDURES – DEFINITIONS

7.1.1 A "grievance" is a complaint by an employee, group of employees, or the Association based upon an alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement.

7.1.2 An "aggrieved person" is an employee, a group of employees or the Association, asserting a grievance.

7.1.3 A "party in interest" is any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

7.1.4 The term "days" when used in this Article shall, except where otherwise indicated, mean working days rather than calendar days.

7.2 PURPOSES

7.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to issues which may arise from time to time.

7.2.2 Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of the procedure.

7.3 TIME LIMITS

7.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

7.3.2 An employee, group of employees, or the Association shall file a grievance in writing as provided herein within fifteen (15) days after the employee, group of employees, or Association knew of or should have known of the act or condition on which the grievance is based. (2003)

7.4 LEVEL ONE - SUPERVISOR

7.4.1 If an employee feels that he/she has a grievance, he/she shall first discuss the matter informally with his/her immediate Supervisor and may request the presence of the Association's grievance Representative. However, if the grievance is a result of an order made or an action taken by a higher ranking supervisor, then the grievance will be filed at that level. For example: If the action is initiated by the Chief of Police the grievance must start at his level. (2013)

The above referenced supervisor shall within fifteen (15) days render his/her decision and the reasons.

7.4.2 If an aggrieved person is not satisfied with the disposition of his/her problem through informal procedures, he/she shall submit his/her claim as a formal grievance on the prescribed form, in writing within (15) days to his/her immediate supervisor, to the Association's grievance Representative(s) and to the Chief of Police. The aggrieved person shall have the option of not notifying the Association's grievance representative of the action. Should the aggrieved person choose to not involve the Association he/she shall follow the procedures contained within this article. The Association shall be notified of all grievances and the specific articles of the collective bargaining agreement being grieved within fifteen (15) days of any grievance being filed. Any grievance settled without the approval or concurrence of the Association shall not set precedence for any future grievance of the same or similar nature. The Association may not be notified of any non-precedent grievance settlement for which it is not a party without the consent of the individual grieving employee. If the Association has not demanded or approved arbitration, it shall not be responsible for any fees or expenses under Section 7.7 of this article. (2013)

7.4.3 The above referenced supervisor shall within fifteen (15) days render his/her decision and the reasons therefore in writing or by e-mail with delivery confirmation, on the prescribed form to the aggrieved, with a copy to the Association's grievance Representative(s) and to the Chief of Police. The aggrieved person shall have the option of not notifying the Association's grievance representative of the action. Should the aggrieved person choose to not involve the Association he/she shall follow the procedures contained within this article. The Association shall be notified of all grievances and the specific articles of the collective bargaining agreement being grieved within fifteen (15) days of any grievance being filed. Any grievance settled without the approval or concurrence of the Association shall not set precedence for any future grievance of the same or similar nature. The Association may not be notified of any non-precedent grievance settlement for which it is not a party without the consent of the individual grieving employee. If the Association has not demanded or approved arbitration, it shall not be

responsible for any fees or expenses under Section 7.7 of this article. (2013)

7.5 LEVEL TWO - CHIEF OF POLICE

7.5.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within fifteen (15) days after presentation in writing which includes e-mail with delivery confirmation, to his/her supervisor, he/she shall file the written grievance with the Chief of Police and the Chief Human Resources Officer.

7.5.2 The Chief of Police shall within fifteen (15) days render his/her decision and the reasons therefore in writing, which may include e-mail with delivery confirmation, on the grievance form. Copies of the decision will be sent to the Chief Human Resources Officer.

7.6 LEVEL THREE - SUPERINTENDENT OF SCHOOLS

7.6.1 If the aggrieved is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) days after presentation of the grievance in writing, which may include e-mail with delivery confirmation, he/she shall file the written grievance with the Superintendent within fifteen (15) days after receipt of the decision at Level Two.

7.6.2 The Superintendent or his/her representative shall act for the administration at Level Three of the grievance procedure. Within fifteen (15) days after receipt of the written appeal for a hearing, the Superintendent or his/her representative shall meet with the aggrieved person for the purpose of resolving the grievance. When requested by either party a full transcript of Level Three hearing shall be kept. The cost of such transcript shall be equally shared by both parties. The Superintendent shall within fifteen (15) days of the hearing render his/her decision and the reasons therefore in writing, which may include e-mail with delivery confirmation, to the aggrieved person, supervisor, or appropriate Administrator and the Association.

7.6.3 Notification of Level Three grievance hearings shall be mailed, or emailed, with delivery confirmation, to the grievant and the Association Representative, if an Association representative is designated, at least five (5) days prior to the hearing. The aggrieved person shall have the option of not notifying the Association's grievance representative of the action. Should the aggrieved person choose to not involve the association he/she shall follow the procedures contained within this article. The Association shall be notified of all grievances and the specific articles of the collective bargaining agreement being grieved within fifteen (15) days of any grievance being filed. Any grievance settled without the approval or concurrence of the Association shall not set precedence for any future grievance of the same or similar nature. The Association may not be notified of any non-precedent grievance settlement for which it is not a party without the consent of the individual grieving employee. If the Association has not demanded or approved

arbitration, it shall not be responsible for any fees or expenses under Section 7.7 of this article. (2013)

7.7 LEVEL FOUR - ARBITRATION

7.7.1 If the aggrieved is not satisfied with the disposition of the grievance at Level Three, the Association may, within fifteen (15) days of the Superintendent's decision, or within thirty-five (35) days after grievance was filed, if no decision is rendered by the Superintendent, notify the Superintendent in writing that he/she wishes to take the grievance to binding arbitration.

7.7.2 Within fifteen (15) days after written notice of submission to arbitration, the Superintendent, or his/her designee, and the Association shall agree upon a mutually acceptable arbitrator who is experienced, impartial, disinterested, and of recognized competence. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service.

7.7.3 The arbitrator's decision shall be submitted in writing to the aggrieved and the Superintendent, and the Association only, and shall set forth his/her findings of fact and reasons, on the specific issue(s) submitted. The arbitrator's decision shall be final and binding and shall be consistent with the law and with the terms of this Agreement.

7.7.4 The costs of the services of the arbitrator shall be shared equally by the Association and the District. Each party agrees to bear its own costs, fees and expenses in the preparation, presentation and participation in the case before the arbitrator. If a District employee is called as a witness during normal working hours, the employee will receive his/her regular salary without loss of compensation or leave time. Employees shall not receive overtime compensation for such appearance unless called as a witness by the District. (2003)

7.7.5 In the event any award would cost the District in excess of 1/4 (one-quarter) cent of the tax rate for any one specific grievance, or 1/2 (one-half) cent of the tax rate in the aggregate (more than one grievance) during the term of the Agreement, then the Board of Trustees shall have final authority.

At the next meeting of the School Trustees, the decision of the arbitrator and any other information shall be presented to the School Trustees for consideration and both parties shall have the opportunity to present their positions before the School Trustees take final action on the grievance.

7.7.6 In cases involving discharge, in the event an arbitrator cannot be mutually agreed upon, the parties agree to utilize and be bound by the rules for expedited arbitration of the Federal Mediation and Conciliation Service, except and provided however each party reserves the right by either party, the parties agree to obtain a list from the Federal Mediation and Conciliation Service of seven (7) arbitrators participating in grievance arbitrations from which an arbitrator will be chosen by

alternately striking names. A coin-toss shall determine which party strikes the first name.

7.8 RIGHTS OF EMPLOYEES TO PARTICIPATION

7.8.1 No reprisals of any kind shall be taken by either party against any party in interest, any school representative or any other participant in the grievance procedure by reason of such participation.

7.8.2 Any party in interest may be represented at any level of the formal grievance procedure by a person(s) of his/her own choosing.

7.9 MISCELLANEOUS

7.9.1 If in the judgment of the Association, a grievance affects a group or class of employees, the Association shall submit such grievance in writing to the Chief of Police directly and the processing of such grievance shall begin at Level Two. (2003)

7.9.2 Decisions rendered at all levels of the formal grievance procedure shall be in writing on or attached to the appropriate form, and shall set forth with the decisions and reasons therefore.

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

7.9.4 Forms for filing and processing grievances, and other necessary documents shall be jointly prepared by the parties, attached to this Agreement, and distributed by the Association. If the forms are not available at the time, a grievance may be presented in letter form.

7.9.5 A grievance may be withdrawn at any level by the aggrieved without prejudice.

7.9.6 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.

7.9.7 In the event there is a question as to whether a specific grievance is arbitrable such a threshold issue shall be considered first in the arbitration hearing and no evidence shall be given as to the merits of the grievance. If the arbitrator finds the issue is not arbitrable no further consideration of the grievance shall be allowed. If the arbitrator finds the issue arbitrable he/she shall proceed to hear the grievance. If the arbitrator is unable to make such a determination at that time, then he/she may proceed to hear the grievance even though no decision will be rendered on the grievance if he/she subsequently determines the issue is non-arbitrable.

7.9.8 Any and all time limitations as set forth in this section may be extended by agreement of the parties.

7.9.9 A "continuing grievance" is a grievance based on an act or condition which actively reoccurs on a periodic basis. For example, the District underpays an employee by $10 on each paycheck. A grievance based upon this act by the School District would be a continuing grievance.

7.9.10 Either party may make a recording (i.e., digital) at any of the above grievance levels. If a party is not making a recording, upon request, a copy of the recording will be provided at their own expense.

7.9.11 If a written decision/response is not received within the above time limits, the grievance will automatically move to the next Level.

7.9.12 Grievant shall have the right to have up to three (3) Representatives of his/her own choosing present at any level of the grievance process.

## ARTICLE 8
## DISCIPLINE: PROBATIONARY/POST PROBATIONARY EMPLOYEES

8.1 GENERAL

8.1.1 The twelve (12) month or six (6) month probationary period of an employee may be extended by the Superintendent or designee. An employee who has his/her probationary period terminated shall have a right of return to his/her former position. (2003)

8.2 DISCIPLINARY ACTIONS

8.2.1 The District shall not suspend without pay, demote or discharge a post-probationary employee as a disciplinary action without just cause. (2003)

8.2.2 After an investigation pursuant to Article 8.3.8 below or when there are allegations that an employee's misconduct or unsatisfactory performance warrant a Level III, IV, or V disciplinary action, the supervisor or District administrator shall meet with the employee to hear the employees response to the allegations. The supervisor or District administrator will provide the employee with a proposed "Notice of Investigatory/Due Process Meeting and Right to Representation" letter, which shall contain the allegations of misconduct or unsatisfactory performance and that the employee has the right to have an Association Representative present at the meeting. The notice letter *shall be* provided to the employee at least four (4) days prior to the scheduled meeting. It is recognized that under exigent circumstances a written notice may not be feasible and the employee may be given a verbal notice to meet. (2007)

8.3 PROGRESSIVE DISCIPLINE

8.3.1 The District and Association agree that progressive discipline is a constructive and advantageous method of dealing with problems involving employee performance and misconduct. Constructive in that it assists the District in rectifying unsatisfactory performance and

misconduct of an employee by providing information as to the manner with which the problem can and must be corrected. Furthermore, it serves to provide fair notice to the employee that failure to rectify unsatisfactory performance and misconduct will result in further disciplinary action. Progressive discipline is advantageous in that it demonstrates the District's commitment in attempting to rectify an employee's unsatisfactory performance and misconduct. When such is accomplished, both the District and employee benefit.

8.3.2 The District agrees to adhere to the principles of progressive discipline in matters which require disciplinary action. Such actions may include verbal warnings, documented counseling, written warnings and reprimands, suspension with or without pay, and demotion and termination. The principles of progressive discipline do not preclude serious disciplinary action being taken on a first offense if the offense committed is sufficiently serious to warrant such action. (2007)

8.3.3 VERBAL NOTICE/DOCUMENTED COUNSELING

A. The supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct.

B. If a documented counseling form is given to the employee by the supervisor, the employee is required to sign an acknowledgement line that he/she has received the counseling document. The employee has the right to respond in writing to the documented counseling within 30 days from the date the employee received the documented counseling. A timely written response by the employee shall be attached to the documented counseling. (2007)

C. The documented counseling will only be placed in the employee's site file.

D. An initial documented counseling issued to an employee who has met the expected standards, and who has received no subsequent counseling or discipline for the same or related matter, shall, upon request of the employee, be removed from the employee's site file anytime after twenty-four (24) months having elapsed from the original date of issue. (2007)

8.3.4 WRITTEN WARNING

A. The supervisor shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and the warning notice.

B. When the written warning notice is given to the employee by the supervisor, the employee is required to sign an acknowledgement line that he/she has received the warning notice. The employee has the right to respond in writing to the warning notice within 30 days from the date the employee received the warning notice. A timely written response by the employee shall be attached to the warning notice. (2007)

C. The warning notice will only be placed in the employee's site file.

D. An initial written warning notice issued to an employee who has met the expected standards, and who has received no subsequent counseling or discipline for the same or related matter shall, upon request of the employee, be removed from the employee's site file anytime after twenty-four (24) months have elapsed from the original date of issue. A written warning issued for substantiated inappropriate conduct related to workplace violence or the threat of workplace violence may be removed from an employee's personnel file, but may be referenced in future disciplinary proceedings, if an employee is disciplined for the same or related matter.

Conduct considered to be violent or a threat of violence is conduct that is outside the course or scope of an employee's job, and is defined as the exertion of physical force so as to injure, damage, abuse or intimidate, or a communicated intent to inflict physical or other harm on any person or property. (2007)

8.3.5 WRITTEN REPRIMAND

A. When it is determined that a Reprimand is appropriate, the supervisor shall meet with the employee to deliver the Written Reprimand. An Association Representative may be present. (2007)

B. When a Written Reprimand is given to the employee, the employee is required to sign an acknowledgement line that he/she has received the Reprimand. A copy of the Reprimand will be placed in the employee's HR Personnel file. The employee has the right to respond in writing to the Reprimand within 30 days from the date the employee received the Reprimand. A timely written response by the employee shall be attached to the Reprimand in the HR Personnel file and to any and all files containing said information. Said reprimand shall inform the employee of his/her right to a pre-disciplinary hearing in front of the Chief of Police and his/her appeal rights. 2013

C. An employee or his/her representative may file a written request for a pre-disciplinary hearing to the Chief of Police within fifteen (15) days from the date the employee received the Written Reprimand. The request may be made by e-mail with delivery confirmation. If no request is made for the pre-disciplinary hearing to the Chief of Police within the fifteen (15) days from the date the employee received the Reprimand, the employee waives his/her right to the hearing and to appeal the written reprimand. Upon receipt of the request the Chief shall convene or schedule the pre-disciplinary hearing within fifteen (15) days. The District shall provide the materials which the District is using to support the proposed disciplinary action to the employee at least five (5) days prior to the meeting. The Chief of Police shall render his/her decision and reasons therefore in writing within fifteen (15) days of

meeting with the employee If the employee or his/her representative elects to appeal the decision of the Chief he/she may appeal the discipline to the Chief Human Resources Officer or their designee who is from the Human Resources Department within fifteen (15) days of the Chief's decisions. The Chief Human Resources Officer or their designee from the Human Resources Department shall meet with the employee and his/her representative(s) or must schedule a meeting to meet with the employee and his/her representative(s) within fifteen (15) days of receiving the appeal. After hearing the appeal the Chief Human Resources Officer or their designee who is from the Human Resources Department must render a decision within fifteen (15) days following the appeal hearing. The Chief Human Resources Officer or their designee from the Human Resources Department shall have the authority to sustain or deny the appeal. The decision of the Chief Human Resources Officer or their designee from the Human Resources Department shall be final. If the appeal is denied the employee may provide a rebuttal statement within 30 days of the decision. (2013)

D. An initial written Reprimand issued to an employee who has met the expected standards, and who has received no subsequent reprimand(s) for the same or related matter shall, upon request of the employee, be removed from the employee's personnel file anytime after twenty-four (24) months have elapsed from the original date of issue. Any subsequent written Reprimand for any matter will remain in the employee's personnel file for thirty-six (36) months. If thirty-six (36) months elapse from the date the reprimand is issued, and the employee has received no subsequent reprimand(s), upon request of the employee, the reprimand may be removed from the employee's personnel file.

Reprimands issued for substantiated inappropriate conduct related to workplace violence or the threat of workplace violence may be removed from an employee's personnel file, but may be referenced in future disciplinary proceedings, if an employee is disciplined for the same or related matter. Conduct considered to be violent or a threat of violence is conduct that is outside the course and scope of an employee's job, and is defined as the exertion of physical force so as to injure, damage, abuse or intimidate, or a communicated intent to inflict physical or other harm on any person or on property. (2003)

8.3.6 SUSPENSION/DEMOTION

A. When it is determined that a Suspension without pay or a Demotion is appropriate, the supervisor and/or District administrator shall meet with the employee to discuss the unsatisfactory performance and/or misconduct and the proposed Suspension without pay or a Demotion letter. The employee shall be notified that s/he has the right to have a Representative present at the meeting. (2007)

B. When a Suspension without pay or a Demotion letter is given to the employee, the employee is required to sign an acknowledgement line that he/she has received the Suspension without pay or Demotion letter. However, the employee's signature does not constitute agreement by the employee that he/she agrees to the proposed discipline. A copy of the Suspension without pay or Demotion letter will be placed in the employee's HR Personnel file. The employee has the right to respond in writing to the Suspension without pay or Demotion letter within 30 days from the date the employee received Suspension without pay or Demotion letter. A timely written response by the employee shall be attached to the Suspension without pay or Demotion letter in the HR Personnel file and to any files containing said information. (2013)

C. Prior to the Suspension without pay or a Demotion being implemented, the employee has the right to and must be provided notice that he/she may request a pre-disciplinary hearing with the Chief of Police. The employee, or his/her representative, must file a written request for the hearing within fifteen (15) days from the date the employee received the Suspension without pay or Demotion letter. If an employee or his/her representative, does not file a written request for the hearing within fifteen (15) days from the date the employee received the Suspension without pay or a Demotion letter, the employee waives the right to the pre-disciplinary hearing and to file a grievance under Article 7. The District shall provide the materials which the District is using to support the proposed disciplinary action to the employee, or his/her designated representative, providing the employee utilizes a representative, at least five (5) days prior to the effective date of a scheduled pre-disciplinary hearing. (2007)

D. If after the above pre-disciplinary hearing the discipline is implemented, a written notice of discipline shall be served upon the employee and a copy served to his/her representative providing the employee utilizes a representative. The Chief of Police shall render his/her decision and reasons therefore in writing and serve same on the employee with a copy to his/her representative providing the employee utilizes a representative, within fifteen (15) days of meeting with the employee. Said notice shall inform the employee of his/her right to appeal. (2013)

8.3.7 TERMINATION

A. When it is determined that termination is appropriate, the supervisor and/or District administrator shall meet with the employee to deliver a notice of proposed termination. An Association Representative may be present. However, the District may serve the proposed termination letter to the employee by certified and regular mail or by e-mail with delivery confirmation to the employee's last known address. The notice of proposed discipline shall contain the employee's right to appeal said recommended termination and shall notice the employee of their right to a pre-disciplinary hearing. (2007)

B. Prior to the termination being implemented, the employee, or his/her representative, has the right to a pre-disciplinary hearing with the Chief of Police. The employee shall receive written notice from the Department that they must file a written request for the hearing within fifteen (15) days from the date the employee received the notice of proposed termination. If an employee, or his/her representative, does not file a written request for the hearing within fifteen (15) days from the date the employee received the notice of proposed termination, the employee waives the right to the pre-disciplinary hearing and to file a grievance under Article 7. The District shall provide the materials which the District is using to support the proposed disciplinary action to the employee or his/her designated representative at least five (5) days prior to the effective date of a scheduled pre-disciplinary hearing. (2013)

C. The Chief of Police shall render his/her decision and reasons therefore in writing and serve same on the employee with a copy to his/her representative providing the employee utilizes a representative, within fifteen (15) days of meeting with the employee. If after the above pre-disciplinary hearing the discipline is implemented, when feasible, a meeting will be held with the employee to deliver the termination letter and to inform the employee of the decision to terminate. However, the District may serve the termination letter to the employee by certified and regular mail to the employee's last known address. Said notice shall inform the employee of his/her right to appeal. (2007)

8.3.8 INVESTIGATIONS

Investigations shall be conducted in accordance with Chapter 289 of the Nevada Revised Statutes ("Chapter 289"), as in effect at the time of the investigation; however the provisions of Chapter 289 are not subject to this Agreement and its grievance procedures. Alleged violations of NRS 289 may be submitted to the Nevada Local Government Employee Management Relations Board for resolution.

Employees who are the subject of or a witness in an investigation shall be advised in writing of their right to representation and of the proposed date and time of the investigatory interview. Such employees shall be provided reasonable time to obtain desired representation.

Employees who are the subject of an investigation shall be advised of the outcome of the investigation no later than one hundred twenty (120) calendar days after the beginning of the investigation. In the event that the investigation is sufficiently complex to require a greater time period to complete than one hundred twenty (120) calendar days, the District shall provide notice to the employee as to the status of the investigation giving the reason(s) for the delay and the date on which the employee may expect to be advised of the outcome. (2003)

8.4 APPEALS

8.4.1 When a disciplinary action that includes a suspension, demotion or termination has been imposed by the Chief of Police and/or District administrator, the employee has the right to appeal under the terms of Article 7, providing the employee has requested a pre-disciplinary appeal hearing in accordance with the provisions of this Article 8. Failure to appeal by the employee or his/her Representative in accordance with the provisions of Article 7 will make the disciplinary action final and conclusive. (2007)

8.4.2 Post-probationary employees who are suspended without pay, demoted, or discharged as a disciplinary measure may appeal such action through the grievance procedure (see Article 7). The appeal process will start at Level III, Superintendent, Article 7.6. (2007)

8.4.3 Probationary employees who are serving their initial twelve (12) month probationary period may not appeal disciplinary actions through the grievance procedure, unless the probation is a promotional probation. (2003)

8.4.4 In the event the appeal reaches Level Four of the Grievance Procedure, the arbitrator may determine whether the action taken was for just cause, and, if not, what remedy would be appropriate under the circumstances, up to reinstatement. (2003)

8.5 ABSENCE WITHOUT AUTHORIZATION

8.5.1 Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive work days shall constitute an abandonment of position and may be treated by the District as a resignation and the provisions of Articles 7 and 8 shall not apply.

Prior to notifying the employee of his/her separation under this section, the District will send a certified letter to the employee at his/her address of record advising of the District's intent to separate them unless they contact the District within four (4) calendar days from the date the letter was mailed. In the event the employee does contact the appropriate administrator within the four (4) days, the District may still proceed with discipline, however, the action shall be subject to Articles 7 and 8 for permanent employees.

## ARTICLE 9
## WORK HOURS

9.1 The normal work week of employees covered by this Agreement shall consist of forty (40) hours. The normal work day for employees covered by this Agreement shall consist of eight (8) hours including a thirty (30) minute meal period, if time permits. In the event the Chief of Police, or his/her designee, institutes a nine (9) hour day (9/80 schedule) or a ten (10) hour day (4/10 schedule) the normal work day shall consist of nine (9) or ten (10) hours respectively, including a thirty (30) minute meal period, if time permits. The

scheduling of work shifts and work weeks shall be as directed by the District, however, any change in work schedules will be made in consultation with the Association. (2003)

9.2 For the purpose of leave requests, absent unusual circumstances, (Vacation and Compensatory Time) all bargaining unit members will be limited to taking a total of eighty-eight (88) hours off during regular scheduled school days, per school year (Winter, Spring, Fall and Summer break are excluded) for the use of vacation or compensatory time off. The eighty-eight (88) hours will be measured in actual ½ hour increments, used, for a total of eighty-eight (88) hours. (2013)

9.3 Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters shall not be credited toward duty hours and must be charged to vacation leave, compensatory leave, sick leave, or other approved forms of leave, as contained in this Agreement or be recorded as an unexcused absence.

9.4 Employees shall be granted two (2) paid rest periods of fifteen (15) minutes each during each half of an eight (8) hour shift, if time permits. (2003)

9.5 No overtime will be accrued by an employee for the time worked when the employee could not take a break or meal period. (2003)

## ARTICLE 10
## SICK LEAVE AND OTHER LEAVES

10.1 SICK LEAVE

10.1.1 General Provisions

10.1.1.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for leaves in this Article.

10.1.1.2 Sick leave is leave that shall be granted to an Employee who is unavoidably absent because of personal illness or accident or for visits to a licensed medical provider. (2007)

10.1.1.3 An Employee who is ill must contact the immediate supervisor and/or designee prior to the beginning of the Employee's assigned regular work shift except when due to an emergency or when contact is not possible, then contact shall be made as soon as possible thereafter. (2007)

10.1.1.4 Verification of illness, and/or release to return to work shall be submitted by the Employee upon return to work from an absence of three (3) consecutive schedule Work Days. In cases of suspected abuse of sick leave, the Chief of Police may require verification of the employee's illness or disability in order to charge the absence to sick leave. The verification of illness and/or release to return to work must be from a state licensed health care provider in an appropriate discipline. (2007)

10.1.1.5 An Employee may be required to submit a certificate of fitness because of extensive use of sick leave. "Extensive" shall mean that

the Employee has used in excess of six (6) "incidents" of sick leave in the preceding twelve (12) month period. An "incident" of sick leave shall mean an absence of at least one-half of the assigned work day. Consecutive days of absence will be counted as one (1) incident. The District shall have the right to review the usage of such sick leave. Any use of sick leave exceeding sixty (60) hours may require a fitness for duty review.

If the Employee disagrees with the District's decision, the Employee may appeal the decision through the grievance procedure.

The District may request from the Employee an explanation by the Employee's physician of the need for the special treatment and whether the Employee is fit to perform the duties of the position. When the District requires a medical exam by a physician of the District's choice, any cost would be borne by the District. Selection shall be made by the District from a list of qualified physicians licensed to practice in the State of Nevada. (2007)

10.1.1.6 Sick leave must be earned before it can be used. To be earned for any biweekly pay period the employee must be in pay status (meaning on-the-job, and/or on paid vacation leave, sick leave, holiday leave, etc.) for at least five (5) work days during that biweekly pay period.

10.1.1.7 In the event of staffing shortages and/or emergency situations, approval or use of any leave may be withheld, with the exception of sick leave.

10.1.1.8 In the event an employee's sick leave is exhausted, the employee may elect to use compensatory time in lieu of leave without pay. Employees are permitted the option to utilize compensatory time in lieu of sick leave.

10.1.2 Accrual and Accumulation

10.1.2.1 Employees will accrue sick leave at the rate of .58 of a day per biweekly pay period.

Example:

An employee paid over twenty-six (26) biweekly pay periods would accrue .58 of a day x 26 pay periods for approximately fifteen (15) days sick leave.

10.1.2.2 Accrual of sick leave is unlimited. However, for purposes of any compensation for unused sick leave program, the maximum number of days which may be purchased is 190.

10.1.2.3 Upon separation, employees with at least ten (10) years of service in Washoe County shall be entitled to payment for accumulated sick leave in accordance with Washoe County School District Regulation 4242.1. For purposes of this section, years of service shall include

years of service in a non-bargaining unit position. Regulation 4242.1 shall not be incorporated into this Agreement by reference and thus shall not be subject to the grievance procedure.

10.1.2.3.1 For purposes of this Article, "separated" shall mean retired, resigned or deceased.

10.1.2.3.2 Total monies available for this compensation shall be determined by a tax rate limitation of 0.01333333 of the budgeted General Fund property tax revenues.

10.1.2.3.3 The rate of pay shall be as follows: 25% of the days of accumulated sick leave, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.

10.1.2.3.4 Checks for said unused sick leave will be distributed to the employee within ninety (90) days after the close of the fiscal year in which the employee separates. Checks for said unused sick leave for the estate of deceased employees will be distributed to the estate within the same timelines.

10.2 LEAVE FOR SURGERY

10.2.1 Use of accrued sick leave for an operation shall be allowed provided the operation should not be postponed. Verification from the attending physician may be required.

10.3 FUNERAL LEAVE

10.3.1 Employees will be granted one (1) or more leaves of absence of not more than five (5) consecutive days with pay per year, to be deducted from sick leave, to attend the funeral of the immediate family. Immediate family shall mean: Mother, father, husband, wife, children, sister, brother, mother-in-law, father-in-law, foster parents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepparents, half brother, half sister, grandchildren, grandparents, aunts, or uncles, and any person living in the immediate household of the employee. Request for extension of this leave shall be directed to the Superintendent. A copy of the death certificate or obituary notice may be required.

10.4 FAMILY ILLNESS

10.4.1 An employee will be granted a leave of absence with pay, to be deducted from sick leave, for not more than ten (10) days for unavoidable absence because of serious accident or illness within the immediate family. A request for extension of this leave should be directed to the Chief Human Resources Officer. Verification of the illness from the attending physician may be required. (2007)

10.4.2 In the event of a prolonged critical illness or debilitating injury within the immediate family of a bargaining unit member, the bargaining unit member may use his/her accrued sick leave days in order to provide emotional or physical support for the immediate family member. (2007)

10.5 USE OF SICK LEAVE TO SUPPLEMENT S.I.I.S. BENEFITS

10.5.1 Employees may use accrued sick leave to supplement State Industrial Insurance System (S.I.I.S.) benefits provided however, the sick leave payments shall not exceed the difference between the employee's salary and the S.I.I.S. benefits. If sick leave is used to supplement S.I.I.S. benefits, one-third (1/3) day of sick leave will be deducted from the employee's sick leave accrual.

10.6 CHILD REARING LEAVE

10.6.1 Upon written verification from her physician that she is unable to perform her duties due to disabilities caused or attributed to by pregnancy, miscarriage, childbirth, or recovery therefrom, an employee may have the option of charging such period of disability to her accrued sick leave.

10.6.2 An employee shall be granted a child-rearing leave without pay not to exceed twelve (12) calendar months upon written application to the Board of Trustees submitted at least one (1) month prior to the commencement of the requested leave. Such request must be accompanied by a birth certificate, if appropriate.

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

10.6.4 No benefits shall accrue to the employee while on a child-rearing leave, except that she shall be credited with one (1) year of service for salary advancement if he/she worked the major portion of the school year at the time such leave commenced. Upon return, the employee shall be credited with any accumulated unused sick leave.

10.6.5 In the event a female employee is on a child-rearing leave and becomes unable to perform her duties due to such disabilities caused by or attributed to childbirth as verified in writing by her physician, she may have the option of charging such period of time to her accrued sick leave. Upon termination of such disability, the employee may continue her child-rearing leave.

10.6.6 Upon written application to the Board of Trustees showing unusual and extenuating circumstances necessitating extending child-rearing leave, the Board of Trustees, at its discretion, may extend the leave for an additional period up to twelve (12) calendar months.

10.6.7 Adoption Leave: shall be granted to an employee who has been employed in the District for twenty-seven (27) working months. The District shall be notified by the employee of the impending adoption as soon as the employee has applied for adoption. A leave shall commence no later than nine (9) months after the placement of the child in the home.

Three (3) months prior to the expiration of the leave, the employee shall notify the District whether s/he plans to return to work.

Upon return, the employee shall be paid at the salary step on the salary schedule immediately higher than the step applicable at the beginning of such leave, provided that the employee worked the major portion of the school year at the time the leave commenced. Upon return, the employee shall be credited with the unused sick leave accumulated at the time the leave of absence commenced.

10.7 PERSONAL BUSINESS LEAVE

10.7.1 Upon five (5) days advance notification to the supervisor, one (1) day of personal business leave shall be granted each year. In case of personal emergency, notice should be given as early as possible. This day is to be deducted from accumulated sick leave, provided the personal business indicated cannot be taken care of outside the scheduled workday. The personal business must be such that it will not reflect adversely on the District. The reason for personal business need only be discussed in general terms as it relates to the above two requirements.

10.7.2 Employees who have completed three (3) years of continuous service shall be granted a total of two (2) days per year.

10.8 PERSONAL LEAVE

10.8.1 Upon five (5) days advance notification in writing to the supervisor an employee shall be granted one (1) day of personal leave per calendar year without pay. In case of personal emergency, notice should be given as early as possible. Such authorization shall also be in writing.

10.9 JURY LEAVE

10.9.1 An employee who is required to serve as a member of a jury shall not have loss in pay due to such service. However, any jury pay received by the employee shall be remitted to the Office of Business and Finance.

10.10 MILITARY LEAVE (2003)

10.10.1 A. 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 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.

B. In addition, each employee shall receive seniority, or anniversary date benefits in compliance with any federal laws and court case pertaining to military service or service due to any National Guard or reserve duty.

C. No employee shall be denied promotion because of the employee's membership in the Nevada National Guard or United States Armed Forces Reserves. Such an employee shall be afforded all rights under the Uniformed Services Employment

and Reemployment Rights Act (USERRA) regarding reemployment, assignment, training, seniority and benefits.

10.11 ABSENCE FOR NEGOTIATIONS

10.11.1 Negotiation conferences or meetings between the parties shall normally be held at reasonable times during the regular business day.

10.11.2 Up to three (3) members of the Association's negotiating team shall be released from duties to attend such negotiating meetings. Such absences must be arranged with reasonable prior written notification. The release of individuals shall not result in less than one (1) School Police Officer remaining on duty at a location regularly assigned an officer.

10.11.3 Upon reasonable prior notification in writing to the supervisor (to be forwarded to the Personnel Division), the President of the Association or the President's designee shall be granted up to ten (10) days per year leave with pay to be used for Association business. The ten (10) days shall be distributed among the bargaining unit as the Association desires. Such leave shall be taken in one (1) hour increments (minimum). (2007)

10.12 LEAVE OF ABSENCE WITHOUT PAY

10.12.1 Employees may request in writing a leave of absence without pay for a specific period of time. Such leaves must be approved by the administrator in charge of the Division in which the employee works and, if the leave is to exceed one (1) calendar month, by the Superintendent. Employees with less than six (6) months of service may not be granted a leave of absence without pay in excess of one (1) calendar month.

Employees with more than six (6) months, but less than twelve (12) months, of service may not be granted a leave of absence without pay in excess of three (3) calendar months.

Employees with twelve (12) months or more of service may be granted a leave of absence without pay not to exceed twelve (12) calendar months. Any leave of absence of one (1) month or more shall not be counted towards the completion of any required probationary period.

Failure to return to work following a leave of absence shall be grounds for termination.

An unauthorized absence for three (3) consecutive work days following a leave of absence shall constitute a voluntary "quit" (resignation).

10.13 LEAVE OF ABSENCE FOR VOTING

10.13.1 Absence with pay may be granted by the appointing authority to allow employee time off to vote, pursuant to the provisions of NRS 293.463.

10.14 COURT APPEARANCES

10.14.1 From time to time employees shall be required to appear in judicial or administrative proceedings. When so required during an off-duty period, employees shall be compensated.

10.14.2 Any employee required to appear as provided above during either an off-duty or an on-duty period, and who receives a witness fee from the County for his/her appearance, shall be required to remit such fee to the District.

10.14.3 Any employee required to appear as provided above, whether during an on-duty period or an off-duty period, shall retain any mileage fee paid in connection with such appearance, unless the employee is provided with a District vehicle to travel to and from such proceedings.

10.15 CATASTROPHIC SICK LEAVE BANK

The parties acknowledge the Association will establish and monitor a Catastrophic Sick Leave Bank. The parties agree the District will confirm individuals' leave balances and make appropriate deductions from individuals' leave balances.

## ARTICLE 11
## VACATIONS

11.1 VACATION LEAVE: General Provisions

11.1.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for vacation.

11.1.2 For vacation leave to be earned, the employee must be in a pay status (meaning on-the-job, and/or on vacation leave, paid sick leave, holiday leave, etc.).

11.1.3 Vacation leave must be earned before it can be used.

11.1.4 Reasonable consideration will be given to an employee's request for specified vacation dates. Requests for vacation time shall be approved by the Chief of Police or his/her designee. Generally, vacation requests are granted on a first come first serve basis. In the event that two or more employees request vacation leave for the same day(s) the Chief of Police or his/her designee will take seniority into consideration. It is the preferred practice that vacation time will be taken during the Christmas break, spring break and during the summer break up to the time the Department's annual in-service training begins, or any other time school is not in session. However, an employee's request for vacation leave dates may be granted whenever practical but the operating requirements of the District, as determined by the Chief of Police or his/her designee, shall prevail.

11.1.5 District staffing needs as well as emergency situations may require denial of vacation requests and/or rescheduling of approved vacation dates.

11.2 VACATION LEAVE: Accrual and Accumulation

11.2.1 No more than two (2) years of vacation leave may be accumulated. No additional vacation leave shall be accrued beyond the maximum that could be accumulated over two years.

11.2.2 In unusual circumstances earned vacation leave may be accumulated beyond the two (2) year maximum, provided the employee was unable to take vacation leave due to workload. In order to exceed the vacation leave maximum on accumulation, the employee must have requested vacation leave in sufficient time so that had the request been approved, his/her accumulated vacation leave would not have exceeded the two year maximum.

11.2.3 Accrual Rates:

11.2.3.1 During the first three (3) years of service, .039 per hour.

11.2.3.2 During the fourth (4th) year through tenth (10th) year of service, .058 per hour.

11.2.3.3 During the eleventh (11th) year through fifteenth (15th) year of service, .070 per hour.

11.2.3.4 During the sixteenth (16th) year of service, .077 per hour.

Example:

For an employee in paid status for 80 hours per pay period paid over twenty-six (26) biweekly pay periods would accrue in their first three (3) years, .039 x 80 hours x 26 pay periods for approximately ten (10) days per year.

11.2.3.5 Examples of Approximate Vacation Accruals (12 Month Employee):

| Length of Service | | Vacation Days Accrued |
|---|---|---|
| 0 - 3 years | = | 10 days |
| 4 - 10 years | = | 15 days |
| 11 - 15 years | = | 18 days |
| 16 + years | = | 20 days |

## ARTICLE 12
## HOLIDAYS

12.1 SCHEDULED HOLIDAYS

12.1.1 Employees regularly scheduled to work at least five (5) hours per day or twenty-five (25) hours per week are eligible for the following scheduled holidays (pursuant to NRS 236) provided the employee is in pay status the day preceding or following the holiday.

| Holiday | Day/Date |
|---|---|
| New Year's Day | January 1 |
| M. Luther King's Birthday | 3rd Mon. in Jan. |
| Washington's Birthday | 3rd Mon. in Feb. |
| Memorial Day | Last Mon. in May |
| Independence Day | July 4 |
| Labor Day | 1st Mon. in Sept. |
| Nevada Day | October 31 |
| Veteran's Day | November 11 |
| Thanksgiving Day | 4th Thurs. in Nov. |
| Family Day | 4th Friday in Nov. |
| Christmas Day | December 25 |

If any of the above holidays fall on Sunday, the Monday following shall be considered as the legal holiday; if any of the above holidays fall on Saturday, the preceding Friday shall be considered as the legal holiday.

## ARTICLE 13
## WAGES AND INSURANCE

13.1 WAGE SCHEDULES

One (1) year agreement with the following salary changes:

Effective the first full pay period in July 2013, all bargaining unit members who have earned an experience increment shall move one (1) step on the salary schedule effective July 1, 2013 as outlined in Article 13.2 of this Agreement.

Effective the first full pay period in July 2013, all bargaining unit members will have their base salary increased by one and six-tenths percent (1.6%) which will result in a revised and new pay schedule (See Appendix A - pay schedule.)

In addition, the first full pay period in July 2013, the salary schedules will be reduced by .375% PERS adjustments.

Pay ranges for all members of the bargaining unit are included in the salary schedule(s) in Appendix A.

13.1.1 DIRECT DEPOSIT

Effective January 1, 2012, all employees will be paid by the District's paperless direct deposit pay system. Each employee will designate a

financial institution to receive the direct deposit. If no designation is made by an employee, pay will be provided by direct deposit on a paycard.

13.2 SALARY ADVANCEMENT

13.2.1 Classified employees hired prior to January 1 of any year will be eligible for a step increment on July 1. Those employees hired after January 1 of any year will be eligible for step increment July 1 of the following year.

13.2.2 If an employee is not recommended for a salary advance (step increase) within a pay range, such recommendation must be submitted in writing thirty (30) days prior to July 1st to the Office of Human Resources with a copy to the employee. Such recommendation to defer the step increase must be supported by a statement describing the performance deficiencies.

13.2.3 If an employee believes the recommended deferment of a step increase is unwarranted he/she may seek a review of such action under Article 7.5.

13.3 LONGEVITY BONUS

13.3.1 Employees who have completed eight (8) years of continuous service shall receive a longevity bonus. (2003)

13.3.2 Longevity pay shall be at a rate equal to one-quarter percent (.25%) of the employee's biweekly base hourly rate for each year of service, up to a maximum annual payment of five percent (5%) of base hourly rate for employees with twenty (20) years of service, with payment to be effected each pay day beginning with the pay period within which the anniversary falls. Years of service for calculation of longevity pay shall include full time service with the District. (2003)

13.4 OVERTIME/COMPENSATORY TIME

13.4.1.1 Overtime is defined as work in excess of the employee's regular scheduled work day and work week. Work week is defined as any seven (7) consecutive day period commencing Saturday and ending the following Friday.

13.4.1.2 Holidays, vacation days, Sick Leave days, and Compensatory Time Off (CTO) shall be counted as time worked for purposes of computing overtime. (2005)

13.4.3 All overtime and Compensatory Time Off (CTO) in lieu of paid overtime must be authorized in advance by the Chief of Police or his/her designee.

13.4.3.1 A supervisor will consider the desires of the employee in determining whether to award pay for overtime or Compensatory Time Off (CTO).

13.4.3.2 CTO may be accrued to a maximum of three hundred (300) hours. Accrued CTO may be used during anytime of the year with the approval of the Chief of Police or his/her designee. However, it is the preferred practice that CTO be used during the Christmas and Spring breaks and Summer Vacation prior to the start of the departmental annual in-service training program. However, an employee's request to use CTO may be granted whenever practical, but the operating requirements of the District, as determined by the Chief of Police, or his/her designee, shall prevail. (2003)

If accrued CTO cannot be granted during the above referenced periods of time, compensation may then be paid for such credited time (at the request of the employee) at the employees straight time hourly rate in effect at the time the payment is made.

13.4.4 All time worked in excess of a regular work day or regular work week, (except as provided in 13.4.5) will be paid at the straight time hourly rate or credited as Compensatory Time Off (CTO) on an hour for hour basis.

13.4.5 All time worked in excess of forty (40) hours in a work week will be paid at the rate of time-and-one-half (1-1/2) or credited as Compensatory Time Off (CTO) on a one-and-one-half (1-1/2) hours off for each hour worked in excess of forty (40) hours.

13.4.6 Employees may request to cash any or all of his/her CTO at the current straight time hourly rate on a quarterly basis each year (March, June, September, and December). (2005)

13.4.7 Every effort will be made to schedule overtime at least two (2) weeks in advance. There are times when this is not possible, however. In such instances, an employee will not be scheduled to work overtime in a week when the employee has taken or is scheduled to take sick leave, unless no other employee is available to work the overtime. In such an instance the employee who has taken or is scheduled to take sick leave will be directed and will be required to work the overtime.

Once an employee has either volunteered to work overtime or has been scheduled to work overtime, if the employee subsequently takes sick leave, the employee shall notify their supervisor as soon as reasonably possible that they will not be working the overtime assignment. (2007)

13.5 HOLIDAY PAY

13.5.1 When an employee is called in to work on a holiday that falls on a day not regularly scheduled as part of his/her work schedule, he/she shall receive, in addition to his/her holiday pay (straight time) either one and one-half (1 1/2) hours CTO for each hour or major fraction worked; or one and one-half (1 1/2) times his/her regular hourly rate of pay for each hour or major fraction worked.

13.6 CALL BACK PAY

13.6.1 Any employee who is called back to work after completion of his/her regular shift with less than twelve (12) hours notice shall be paid from the time the employee arrives at the work location until the employee has completed his/her task. The rate of pay shall be at time and one-half or each hour worked. The employee shall also receive call back pay of three (3) additional straight time hours, unless the employee is already being compensated for being on standby pay. (2003)

13.7 TEMPORARY ASSIGNMENT PAY

13.7.1 Any employee who is officially assigned to perform a significant portion of the responsibilities of a position in a higher class by the Chief of Police or duly authorized designee because of the absence of an employee shall, after ten (10) days, be granted a five percent (5%) increase in his/her hourly rate of pay.

13.7.2 An officer who is placed in charge of a designated event or shift by the Chief of Police or his/her designee, at the Chief of Police's discretion, shall receive a five percent (5%) increase in their hourly rate of pay for the hours worked as a supervisor.

13.8 MILEAGE ALLOWANCE

13.8.1 In the event an employee covered hereunder is required to use his/her private transportation for school district business, the employee will be reimbursed at the rate set by the Internal Revenue Service, to be adjusted effective July 1 each year. Mileage will be calculated and paid for travel between schools, but shall not be paid for travel between the home or point of origin and the school.

13.9 GROUP INSURANCE

13.9.1 Employees regularly scheduled to work least five and one-half (5 1/2) hours per day or twenty-seven and one-half (27 1/2) hours per week in one (1) specific position are eligible for group insurance. Employees will begin receiving group insurance ninety (90) days after the first day of actual employment in a position that is eligible for group insurance.

13.9.2 The health insurance contributions by the District shall not exceed the following for Calendar Year 2012:

Medical Insurance (including any and all related insurances or coverage) $524.38 per month per eligible employee and GAP - $14.80;
Dental Insurance - $47.06 per month per eligible employee;
Vision Insurance - $12.32 per month per eligible employee;
Life Insurance - $9.00 (January 1, 2014) per month per eligible employee. (2014)

Effective July 1, 2011, all bargaining unit members will temporarily contribute fifty dollars ($50.00) per month to the employee's portion of the Medical Insurance Premium.

13.9.3 The annual physical examination required of police officers will substitute for the wellness check-up and assessment, because the demonstration of physical health in the exam exceeds the wellness measures of health.

The Police Department will provide Risk Management with the names of officers who have completed the annual physical exam. If for some reason an officer does not complete the annual physical exam, he or she will be subject to the wellness check-up and assessment provisions.

Employees may still participate in all Wellness Program activities. (2003)

13.10 SERVICE CONNECTED DISABILITY

13.10.1 In the event an employee is absent due to a temporary total service connected disability recommended by a Physician the following benefit will be provided under the conditions and restrictions noted.

The District shall pay the employee's full salary for a period not to exceed one hundred (100) working days in any twelve-month period. During this time, no leave shall be deducted from the employee's accrued leave time (sick, holiday or comp. time).

If such employee qualifies for the district workers compensation program and the benefits paid do not equal the employees regular bi-weekly base wage the district will pay a maximum of 33 1/3% of the regular bi-weekly base wage daily rate for a period not to exceed seventy (70) working days. During this period of time no time will be deducted from any of the employees leave time (sick, holiday or comp. time). In no case shall the employees' daily pay under this benefit exceed the daily rate based on the regular bi-weekly daily rate.

This benefit shall only apply to qualified disabilities which are the result of the employee performing activities which are unique to peace officers. Activities unique to peace officers shall include the following: Traffic stops, pursuit of suspects, response to emergencies or calls for assistance, physical altercations, transportation of prisoners and searches conducted on individuals, buildings and vehicles. The determination as to whether the disability qualifies as unique to peace officer work shall be made by a board consisting of a representative from Risk Management, a representative from the School Police Department, selected by the Chief of Police, and a representative from the School Police Officer's Association. The decision of the Board will be final.

The district shall have the right to have such employee examined by a Physician of its choice at any time this benefit is being paid and may require such employee to be available for and work light duty based on the Physician report.

This benefit shall in no way conflict with or usurp NRS 281.390.

13.11 P.O.S.T. CERTIFICATE INCENTIVE PAY

13.11.1 Unit members who have received intermediate POST Certification shall receive three percent (3%) of the biweekly base hourly rate per pay period; or five percent (5%) of the biweekly base hourly rate per pay period for Advanced POST Certification. (2003)

13.11.2 Earned hours and units toward Intermediate and Advanced POST Certification must be earned on off duty hours unless it involves a qualified District activity.

13.11.3 Earned hours and units will be at the unit member's expense.

13.12 STANDBY PAY

13.12.1 Standby time is defined as any time other than when an employee is actually working, which has been specifically scheduled and directed by the Chief of Police or his designee, during which the employee is restricted in order to be immediately available for call of duty. Standby time does not include any time where an employee carries a pager to respond to calls when available. Employees who are assigned during a pay period to be on standby shall receive a bonus of $100.00 for that pay period.

## ARTICLE 14
## SPECIAL ASSIGNMENT PAY

14.1 Employees assigned to perform the following special assignments will receive the following percentages of additional compensation, calculated according to their base hourly rate for the time spent performing the assignment. If the time spent performing the assignment exceeds forty (40) hours in one pay period, the special assignment pay will apply to all hours in that pay period. (2007)

| | |
|---|---|
| CPR/First Aid Instructor | 2.5% |
| Crime Scene Investigator | 2.5% |
| Bloodborne Pathogen Instructor | 2.5% |
| Defensive Tactics Instructor | 2.5% |
| Impact Weapon Instructor | 2.5% |
| OC Pepper Spray Instructor | 2.5% |
| Firearm Instructor | 2.5% |
| Drug Recognition Expert | 2.5% |
| Field Training Officer | 5.0% |
| SWAT | 5.0% |

14.2 An employee assigned to one (1) of the following special assignments will receive five percent (5%) of additional compensation, calculated according to his/her base salary:

Detective K9 Officer Motor Officer

The Detective assignments will be for a period of three (3) years, with the Chief of Police or his/her designee having the option to extend the assignment for an additional two (2) years. (2007)

Note: Effective July 1, 2007, individuals employed as Detectives at the time of ratification of this Agreement were grandfathered as Detectives under the salary schedules in Appendix A in the Association Agreement dated July 1, 2007 through June 30, 2011. New Detectives shall be assigned as described above.

## ARTICLE 15
## UNIFORM

15.1 The Department shall furnish to employees the following items of uniform attire:

Uniforms:

a Two (2) long sleeved uniform shirts
b Two (2) short sleeved uniform shirts
c Three (3) pair of uniform pants
d One (1) tie
e One (1) duty jacket
f One (1) baseball style cap
g One (1) raincoat
h One police badge
i One (1) name tag
j Upon passing bike school, one pair of pants or shorts, and one shirt

The District shall replace or repair watches, eye wear ($200 per item) or an item of personal clothing or uniform item which is damaged while conducting activities unique to peace officers. Activities unique to peace officers shall include the following: Traffic stops, pursuit of suspects, response to emergencies or calls for assistance, physical altercations, transportation of prisoners and searches conducted on individuals, buildings and vehicles. Any disagreement concerning whether the activity is unique to peace officer work shall be made by a board consisting of a representative from Risk Management, a representative from the School Police Department, selected by the Chief of Police, and a Representative from the School Police Officer's Association. The decision of the board will be final.

15.2 The Department will notify the Association of impending changes in Department uniform. The Association may submit comments thereon to the Chief of Police. The final decision rests with the Chief of Police. If the Chief of Police directs a change in uniform which requires new items to be purchased, the District will either provide the items, or will reimburse the cost to employees.

15.3 All WCSD officers will receive a yearly uniform allowance of $600. This allowance will be paid at the beginning of each fiscal year and will be used for the upkeep and replacement of uniforms. (2003)

## ARTICLE 16
## SAFETY

16.1 SAFETY

16.1.1 The District agrees to continue to maintain safe and healthful working conditions in accordance with applicable Nevada Revised Statutes.

16.2 SAFETY/SPECIAL EQUIPMENT

16.2.1 The department shall furnish the following items of equipment to School Police Officers and Investigators, and will replace any such item damaged during the course of employment, provided such damage was not caused by misconduct or negligence of the employee:

a. One ASP Baton w/holster or one PR-24 Baton (at the employee's option)
b. One bullet resistant vest
c. CPR mask
d. One O.C. Pepper Spray and holder

NOTE: No employee may substitute any of the above furnished items for any other like type item.

16.2.2 The Department shall provide cages for marked patrol vehicles.

16.3 The Department will notify the Association of impending changes in safety equipment. The Association may submit comments therein to the Chief of Police. The final decision rests with the Chief of Police.

## ARTICLE 17
## TRANSFERS

17.1 The District has the right and is entitled without negotiation to transfer any employee. Provided, however, that the District shall not transfer an employee as a form of punishment.

## ARTICLE 18
## LAYOFFS

18.1 SENIORITY DATE AND QUALIFICATIONS

18.1.1 Employees who work four (4) hours per day (or less) or twenty (20) hours per week (or less) are not covered by this article.

18.1.2 In the event the District determines that staff must be reduced, the "seniority date" with Washoe County School District shall determine the order in which members of the bargaining unit shall be reduced, provided however, that no employee shall be replaced by another employee not qualified (in the District's opinion) for such classification nor shall one employee replace another if the latter employee is at a higher salary range.

18.1.3 Seniority or "seniority date" shall mean the most recent date of employment with the Washoe County School District. Any resignation or termination of employment shall constitute a "break" in seniority. For the purpose of staff reduction, seniority date shall mean the first working day subsequent to the most recent break in service if any. Leaves of absence shall not change the employee's seniority date.

18.1.4 In the event two (2) or more employees have the same seniority date, then seniority shall be determined by a lottery in which employees having

the same seniority date shall draw lots in accordance with a predetermined procedure.

18.1.5 In the event of a layoff, existing vacancies will be utilized to the maximum extent possible to place employees in continuing positions who otherwise would be terminated from the District. All layoffs will be carried out in compliance with applicable laws and regulations.

18.1.6 All employees terminated by layoff shall be placed on a Reemployment Priority List for all positions for which they are qualified and available and which positions are not at a higher level than previously held. All such employees must be given preference for rehiring in permanent positions for which they are qualified. Names shall remain on the Reemployment Priority List for one (1) year. However, refusal of a comparable position may result in removal from the Reemployment Priority List.

18.1.7 All other conditions being equal, the seniority date shall prevail as the determining factor for purposes of layoff and first right to rehire. An employee's seniority date for layoff and bumping purposes shall encompass all periods of service from the employee's last continuous employment date. Periods of separation may not be bridged to extend such service unless the separation is a result of a layoff, in which bridging will be authorized if the employee is reemployed within the period of his/her layoff eligibility.

18.1.8 The Association will be informed of any pending reduction in force prior to the official notification of employees affected thereby at the earliest date release of said information is authorized. The Association and the District shall meet to discuss the reasons for the layoffs, the number and types of positions affected, and the approximate date the layoffs will take place. At this time, the Association may make its views and recommendations known (in writing) to the Chief Human Resources Officer concerning the implementation of such layoffs.

## ARTICLE 19
## DUES DEDUCTION

19.1 AUTHORIZATIONS - PROCEDURES

19.1.1 Upon appropriate written authorization from the employee, the District shall make biweekly Association dues deductions from the salary of the employee and make appropriate remittance to the Association.

19.1.2 No later than October 15th of each year, the Association will provide the District with a list of those employees who have voluntarily authorized the District to deduct Association dues and the amount to be withheld for each employee. The Association will notify the District monthly in writing of any changes in said list. Changes in the amount to be withheld must be submitted in writing at least thirty (30) days prior to the date the change is to be effective. Any employee desiring to have the District discontinue deductions he/she has previously authorized must notify the District in writing during September for that school year's dues.

19.1.3 Upon termination of an employee, the current month's dues will be deducted from the final check.

19.1.4 The District agrees not to honor any check-off authorizations or dues deduction authorizations executed by any employee in the bargaining unit in favor of any other labor organization representing employees for purposes of negotiations for wages, hours and working conditions, and other fringe benefits for its members.

19.1.5 The employee's earnings must be sufficient after other required deductions are made to cover the amount of the Association dues. In the case of an employee who is in non-pay status during part of the pay period, and whose wages are not sufficient to cover the full withholding, no Association dues deductions shall be made. In this connection, all other required deductions have priority over Association dues.

19.2 INDEMNITY

19.2.1 The Association 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 cards submitted by the Association to the District.

19.2.2 The Association agrees to refund to the District any excess amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence of error or mistake.

## ARTICLE 20
## GENERAL SAVINGS CLAUSE

20.1 In the event that any provision of the Agreement or any application thereof, is held contrary to law by a court of competent jurisdiction and said decision becomes final, then such provision or application will not be deemed valid and subsistent except to the extent permitted by law. However, all other provisions or applications will continue in full force and effect. The parties will meet not later than twenty (20) days after any such holding becomes final for the purpose of renegotiating or considering the provision(s) affected.

## ARTICLE 21
## COPY OF CONTRACT

21.1 The District will provide each employee with a copy of this Agreement within thirty (30) days after the signing of this Agreement. New employees will be provided copies of the Agreement at the time of hire. The cost of reproducing this Agreement for distribution purposes shall be borne equally by the parties.

## ARTICLE 22
## PERSONNEL FILES

22.1 All personnel files for unit members shall be kept in accordance with NRS, Chapter 289, the Washoe County School Police Department Policy, District Policy, and the Washoe County School Police Officer's Association Agreement currently in force. (2007)

## ARTICLE 23
## TERM OF AGREEMENT

23.1 LENGTH OF AGREEMENT

23.1.1 This Agreement shall be effective, except as noted in 23.1.2 as of the first day of July 2013 and shall remain in effect until June 30th of 2014 and shall continue from year to year thereafter unless either of the signatories hereto shall give written notice to the other as required by NRS of a desire to change wages, hours and conditions of employment hereof. All provisions contained in this Agreement shall become effective with the effective date of this Agreement unless a different date is specifically noted in the provision.

23.1.2 The District agrees to not sell or convey or cause to sell or convey or otherwise transfer or cause to transfer its security operations to a new employer without first securing the agreement of the successor to enter into negotiations with the Washoe County School Police Officer's Association in accordance with NRS 288 for the purpose of development of a successor Agreement. Until such time as negotiations are concluded in accordance with NRS 288, the wage, hours, and terms of conditions of the current agreement shall remain in effect.

23.1.3 The District may reopen negotiations for financial revenue declines, on or before February 1, 2014, should there be a "significant" reduction in financial revenue stemming from further negative impacts to the District outside the control of the District, and that the "significant" reduction will not be reimbursed by the State of Nevada.

23.2 **RATIFICATION 2011-2013 AGREEMENT**

Washoe County School Police Officer's Association (WCSPOA) on:

April 11, 2014

Washoe County School District (WCSD) Board of Trustees on:

April 22, 2014

On Behalf of the WCSD:

Virginia R. Doran
Labor Relations Manager

5/12/14
Date

On Behalf of the WCSPOA:

Rick Tapia
President

5/12/14
Date

# APPENDIX A

WASHOE COUNTY SCHOOL DISTRICT
RENO, NEVADA

SCHOOL POLICE SALARY SCHEDULE
2013 - 2014

| Police Officer | |
|---|---|
| **WP 23** | **2013-14** |
| STEP 1 | $20.32 |
| STEP 2 | $21.49 |
| STEP 3 | $22.75 |
| STEP 4 | $24.06 |
| STEP 5 | $25.48 |
| STEP 6 | $26.95 |
| STEP 7 | $28.51 |
| STEP 8 | $30.22 |

| Detective II | |
|---|---|
| **WP 24** | **2013-14** |
| STEP 1 | $22.09 |
| STEP 2 | $23.37 |
| STEP 3 | $24.73 |
| STEP 4 | $26.15 |
| STEP 5 | $27.69 |
| STEP 6 | $29.27 |
| STEP 7 | $30.96 |
| STEP 8 | $32.75 |

| Sergeant | |
|---|---|
| **WP 25** | **2013-14** |
| STEP 1 | $24.71 |
| STEP 2 | $26.13 |
| STEP 3 | $27.66 |
| STEP 4 | $29.26 |
| STEP 5 | $30.94 |
| STEP 6 | $32.73 |
| STEP 7 | $34.62 |
| STEP 8 | $35.60 |

PERS Reduction = 0.375% Salary
Negotiated Increase = 1.6%
Retroactively Effective 07/2013

# APPENDIX B

# Memorandum of Understanding

## MEMORANDUM OF UNDERSTANDING

The Department agrees when hiring a new employee that the new employee starting base salary will not be higher than the Departments current top-step Officer's base salary. (2007)

# APPENDIX C

**WASHOE COUNTY SCHOOL DISTRICT**
**Personnel Division**

# SCHOOL POLICE GRIEVANCE FORM

| Name (Please Print) | Grievant's Signature | Date Filed |
|---|---|---|
| | | |

| School Location | Position | On Behalf of the Assn. | Date Received |
|---|---|---|---|
| | | | |

**TIME LIMIT** **MONTH/DAY/YEAR**

On what date did you become aware of the act or condition on which this grievance is based? _____

**LEVEL ONE: SUPERVISOR**

On what date(s) did you meet and discuss this grievance with your supervisor? This is considered the **Informal Level** of the grievance procedure and must be adhered to prior to filling a grievance at the Formal Level on this form. _____

On what date did you notice your supervisor you were going to file a grievance? _____

**a. Grievant's Statement**

On page 3 or on an attached page, state the nature of the grievance including the alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement (the specific Article of the Agreement must be listed). _____

**b. Supervisor Decision**

Date grievance received: _____

Date decision rendered (must be within fifteen (15) working days after grievance received). _____

**c. Grievant's Response**

Please sign and date below if Level One decision is acceptable.

_____ _____
Signature

**LEVEL TWO: CHIEF OF POLICE** **MONTH/DAY/YEAR**

**a. Grievant's Appeal**

Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

_____ _____

Signature

**b. CHIEF OF POLICE DECISION**

Date grievance received: _____

Date decision rendered (must be within ten (10) working days after grievance received): _____

**c. Grievant's Response**

Please sign and date below if Level Two decision is acceptable.

_____ _____

Signature

**LEVEL THREE: SUPERINTENDENT/DESIGNEE**

**a. Grievant's Appeal**

Your appeal **MUST** be filed within five (5) working days after receipt of the decision. Attach written response, if desired. Please enter the date this appeal is provided to the Human Resources Department:

_____ _____

Signature

b. **Superintendent/Designee's Decision** **MONTH/DAY/YEAR**

Date grievance received: _____

Date decision rendered (must be within fifteen (15) working days after the hearing date): _____

c. **Grievant's Response**

Please sign and date below if Level Three decision is acceptable.

_____ _____

Signature

**LEVEL FOUR: ARBITRATION**

a. **Grievant's/Association's Appeal**

Your appeal **MUST** be filed within fifteen (15) working days after receipt of the decision. Attach written response, if desired. Your appeal will be scheduled with an Arbitrator. Please enter the date this appeal is provided to Human Resources:

_____ _____

Signature

_____ _____

Signature of Associate Representative

**TEXT:**